

**KINGDOM OF CAMBODIA
NATION KING RELIGION**

THE ARBITRATION COUNCIL

Case number and name: 86/06- Kingsland

Date of Award: 14 November 2006

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **Ouk Ry**

Arbitrator chosen by the worker party: **Suong Sophal**

Chair Arbitrator (chosen by the two Arbitrators): **Pen Bunchhea**

DISPUTING PARTIES

Employer party:

Name: **Kingsland Garment Cambodia Ltd.**

Address: #1657, National Road 2, Sangkat Chak Angre Krom, Khann Mean Chey, Phnom Penh

Telephone: 023 721 166/ 012 956 939/ 012 1 712 872

Fax: 023 982 796

Representative:

- | | |
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| 1. Mr. Lim Siv Eng | Representative of Kingsland Factory |
| 2. Ms. Tang Mei Hong | Interpreter |

Worker party:

Name: **Khmer Youth Trade Union of Kingsland Factory**

Address: Prek Talong Village, Sangkat Chak Angre Krom, Khann Mean Chey, Phnom Penh

Telephone: 012 1 602 763

Fax: N/A

Representative:

- | | |
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| 1. Mr. Chuon Vanna | President of Khmer Youth Trade Union of Kingsland Factory |
| 2. Mr. Ly Bunyin | Vice President of Khmer Youth Trade Union of Kingsland
Factory |
| 3. Ms. Phal Sarin | Secretary of Khmer Youth Trade Union of Kingsland Factory |
| 4. Mr. Ly Kim Ann | Officer of Khmer Youth Federation Trade Union |
| 5. Mr. Sorn Piseth | Officer of Khmer Youth Federation Trade Union |

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| 6. Mr. Poeun Samoeun | Officer of Khmer Youth Federation Trade Union |
| 7. Long Sophat | Officer of Khmer Youth Federation Trade Union |
| 8. Mr. Hing Bunthoeun | Officer of Khmer Youth Federation Trade Union |
| 9. Mr. Touch Sengleap | Officer of Khmer Youth Federation Trade Union |

ISSUES IN DISPUTE

(In Non-Conciliation Report)

Based on the non-conciliation report, the non-conciliated issues below represent the demands of workers:

- 1- The workers demand that the company reimburse the medical check fee of 10,100 riel which the workers paid themselves at the Labour Hospital. The employer will not reimburse the medical check fee to new workers but will be responsible for reimbursing the old workers.
- 2- The workers demand that the company pay full wages while the company has no work for them because the company makes them stay for eight or nine hours and sometimes until the evening before they let them go home. The company party does not agree because it states that it already pays according to the hours the company asks the workers to wait and, if there is no work to do, the company pays 50 percent of the wages to the workers.
- 3- The workers demand that the company stop the practice of making workers pay a US\$5 deposit when workers start work and request that the company pay that amount back [where workers have already paid] because as workers work for the company, it is the company's responsibility to provide equipment. The company does not agree to the workers' demand because the US\$5 deposit is for a bobbin, scissors or other equipment used for work and the company will reimburse this amount when the workers resign or are terminated (where the worker gives back all the equipment to the company).
- 4- The workers demand that the company increase wages for all the workers in the Cutting Section because there are some workers who do the same job and have already received a wage increase. The employer does not agree because the workers who did not get a wage increase do not have the same level of professional skill.
- 5- The workers demand that the company retain the attendance bonus of US\$5 when they ask for permission for a normal day-off. The company does not agree, but seeks to apply Notification 017 SKBY dated 18 July 2000.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B of the Labour Law (1997); the Prakas on the Arbitration Council 099/04; the Arbitration Council Procedural Rules which form an Annex to the same Prakas; and the Prakas on the Appointment of Arbitrators 099/06 (Fourth 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 not successful, and the non-conciliation report No. 1444 KKBB/AK/VK dated 5 October 2006 was submitted to the Secretariat of the Arbitration Council on 5 October 2006.

HEARING AND SUMMARY OF PROCEDURE

Place of hearing: Arbitration Council, Phnom Penh Center, Building A, Sothearos Blvd.,
Sangkat Tonle Bassac, Khan Chamkar Morn, Phnom Penh.

Date of hearing: - 11 October 2006 from 2:00 p.m. to 5:00 p.m.
- 25 October 2006 from 2:00 p.m. to 5:00 p.m.

Procedural issues:

On 18 September 2006, the Department of Labour Disputes received a petition from workers demanding that the company improve working conditions in accordance with the Labour Law. Following receipt of the case, the Department designated its labour dispute settlement officer to conciliate this dispute. The last conciliation was on 27 September 2006. None of the five issues demanded by the workers were successfully conciliated. The five non-conciliated issues were referred to the Arbitration Council on 5 October 2006. After receiving the case, the parties in dispute were summoned by the Arbitration Council to a hearing on 11 October 2006 from 2:00 p.m. to 5:00 p.m. and again, on 25 October 2006 from 2:00 p.m. to 5:00 p.m.

Both parties attended the hearing. On the hearing day, the Arbitration Council sought additional information related to this dispute and attempted to further conciliate. None of the issues were able to be conciliated. Therefore, the five non-conciliated issues will be considered by the Arbitration Council on the basis of the evidence and the 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:

1. Certificate of commercial registration dated 4 March 1996.
2. Company statute dated 10 March 1998.
3. Company Internal Work Rules, registration No. 395 SKN.AKT, dated 25 November 1998.
4. Sample of a labour contract within the context of Kingsland factory.
5. List of names of the eight workers from the Cutting Section in Kingsland factory.

Provided by the worker party:

1. Agreement between the employer and the worker union to resolve the collective labour dispute at Kingsland Company, case No. 29/06 dated 11 April 2006.
2. List of names of workers in Kingsland factory who demand that the company reimburse the medical check fee of 10,100 riel to workers whom the company told to undertake the check.
3. Certificate of registration of Khmer Youth Union, registration No. 993 KKBV/VK dated 24 August 2006.
4. Statute of Khmer Youth Union, registration No. 993 KKBV/VK dated 24 August 2006.
5. List of names and thumbprints of workers in Kingsland Company who demanded that the company provide full wages when the company has no work for them to do.
6. List of names and thumbprints of workers from the Cutting Sections and mechanics in Kingsland Company who demand that the company increase wages equally.
7. List of names and thumbprints of workers in Kingsland Company who demand that the company give back the US\$5 which the company took from workers as a deposit for equipment when they sign the labour contract.

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

1. The letter No. 1461 K.K.B.V. dated 20 October 2006 of the Minister of the Ministry of Labour and Vocational Training on the request for the resolution of the dispute at Kingsland Company.
2. Report on the resolution of the collective dispute at Kingsland Company No. 1444 KKBV/AK/VK dated 5 October 2006 of Mr. Koy Tepdaravuth, Director of the Department of Labour Disputes.
3. Minute on the resolution of the collective dispute dated 29 September 2006.

Provided by the Secretariat of the Arbitration Council:

- 1- Letter of invitation to the worker party to attend the hearing No. 406 L.K.A. dated 6 October 2006.

- 2- Letter of invitation to the employer party to attend the hearing No. 405 L.K.A. dated 6 October 2006.

FACTS

Kingsland Company is located at #1657, National Road 2, Sangkat Chak Angre Krom, Khann Mean Chey, Phnom Penh and employs approximately 664 workers.

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

The Arbitration Council finds that:

ISSUE 1: The workers demand the company to reimburse the medical check fee of 10,100 riel

- Kingsland company started operation in 1998. Today it employs approximately 664 workers. When the company needs to recruit workers, it posts an announcement in the front of the company. Workers who want to work for the company come to stand in front of the company then a representative of the company calls two or five or 10 of them at a time to have a test.
- The worker party stated that one or two days after the test, the company then tells the workers to go and have a medical check. But the company party argued that the company does not tell the workers to have a medical check, rather the company tells them they should have a doctor's certificate confirming their medical check.
- The company asserted that to date there are some workers who work on probation for two months and after this the company asks the workers to enter into a permanent contract, so the workers go to have a medical check then because the company tells the workers that they need to have a doctor's certificate certifying their medical check. The company asserted that it does not tell the workers to go to have a medical check or to which hospital they should go.
- The company party said at the hearing that during the probation period, the company does not consider workers on probation as workers of the company because they are not permanent workers yet.
- The worker party said at the hearing that workers who have demanded that the company reimburse 10,100 riel for the medical check fee are those whose names

and thumbprints are on the list attached. The Arbitration Council has looked at it and found that there are 437 workers on the list.

- The company party states that the company cannot pay the medical check fee for new workers who have just started working; only for old workers will the company pay back the 10,100 riel as the company had signed an agreement on 11 April 2006 at point 3 which states: *“The company will pay the medical check fee amount of 10,100 riel for each of the workers who started work between 1998 to 2000 and for workers who started work in 2000 to the present whom the company told to go and have a medical check. However, the company will not pay the medical check fee amount of 10,100 [riel] to workers who had a medical check before the commencement of work.”*

Issue 2: Demand for 100 percent wages when the company has no work for workers to do

- The workers demand that the company pay full wages when the company has no work for the workers to do; even when the company makes the workers sit and wait for eight or nine hours (and sometimes until the evening) before letting them go home.
- The company cannot provide full wages when there is no work. The company calculates the wages according to the number of hours the company asks the workers to wait and, if there is no work, the company provides 50 percent wages.
- The company mentions that, to date the company has had no work for workers to do from one to two days and up to 10 days. During the time of no work, the company has not applied to [the Ministry in charge of Labour] to suspend the work of the workers.
- The company asserted during the hearing that if the company has no work for workers to do, when workers punch in the company provides a full wage, but if in the evening [before] the company tells the workers that there is no work, the company provides 50 percent wages.

Issue 3: Demand that the company stop requiring workers to deposit US\$5 when they commence work and request that the company refund the deposit

- The company requires workers who have just begun work to deposit US\$5 for a bobbin, scissors, and other equipment which they will use for work purposes. This amount will be refunded upon the workers' resignation or termination and when the items are returned to the company.

- The company party asserted that there are some workers who do not return the company's equipment when they resign.

Issue 4: Demand that the company increase wages for workers from the Cutting Section, as the wages of some of the workers in this section (who do the same work) has been increased by the company.

- The worker party asserted that in this cutting section, there are around seven or eight workers who do not have the same wage though they do the same work because the company has increased the wages of some of the workers but not the others. The worker party did not provide evidence or reasons to support the contention that these workers do the same work, produce similar results and have the same skill level.
- During the hearing, the company party accepted that there are seven to eight workers in the Cutting Section. There is one Chief of group and one Vice Chief of group, so their wages are not the same. In regards to the increase in wages, the company based [the increase] on talent and the professionalism of the particular workers. Moreover, the company asked the Chief of group to evaluate the workers' work by looking at the work results, respect for workplace rules, worker's skills and so on.
- Based on the list of names provided by the company to the Arbitration Council, there are eight workers in the Cutting Section. Four of them receive US\$50 per month and the other five workers receive US\$45 per month.

Issue 5: Demand to retain the regular attendance bonus of those workers who take normal leave with permission

- The company asserted that the procedure to ask permission for leave is that the workers ask for leave from the Chief of group. If the Chief of group agrees, the workers can take leave; that is they don't need to go to ask for permission from the Administration Department because the company has given the right to decide about permitting leave to each of the Chiefs of group. To date, the Chief of group has never rejected a request for permission to take leave from any workers. Even though the Chief of group has always allowed [leave], the company cuts the regular attendance bonus in the amount of US\$5.
- The worker party demands that the company retain the US\$5 attendance bonus because the Chief of group has given workers permission to take leave. The worker party asserts that the workers' requests for leave are for such reasons as having a minor personal commitment, a headache, an instruction from their parents to go

home, having something to do for two or three days, sometimes a sibling/relative has become ill or died, sometimes the workers themselves get sick for two or three days and so forth.

REASONS FOR DECISION

Issue 1

The workers demand that the company reimburse the medical check fee in the amount of 10,100 riel to workers who paid this fee themselves at the Labour Hospital.

The agreement of the parties dated 11 April 2003 in the third point, states, *“The company will pay the medical check fee amount of 10,100 riel for each of the workers who started work between 1998 to 2000 and for workers who started work in 2000 to the present whom the company told to go and have a medical check. However, the company will not pay the medical check fee amount of 10,100 [rirel] to workers who had a medical check before the commencement of work.”* Based on the content of this agreement, the employer can avoid its responsibility to pay the medical check fee for any worker who takes the test but to whom the company does not accept to work. However, for those workers who do the test and the company accepts to work, the company does not avoid its responsibility to reimburse the medical check fee for those workers.

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 do not comply with the provisions of this law or any legal text for its enforcement, are null and void.” Therefore, the employer has a legal obligation to pay the medical check fee for the workers even with the existence of the above mentioned agreement.

Based on Article 247(c) of the Labour Law 1997, the employer has to pay the medical check fee of workers. Article 247 states, “The Ministry in charge of Labour shall issue a *Prakas* to determine: a) the conditions under which pre-employment, re-employment, periodical, and special physical exams are given; c) The condition under which employers are required to establish and provide at their expense: the medical exams of workers as stipulated in point a) of this article.”

Though there is no *Prakas* regarding the above mentioned issue, in previous awards, the Arbitration Council has considered that Article 247 of the Labour Law 1997 provides enough legal basis to confirm that the employer is obliged to pay for the workers’ medical check fee when the company has finished their testing and accepts that worker to work even when the company does not tell the worker to go to have a medical check but tells them that they have to have a doctor’s certificate certifying their medical check before the company accepts the workers

to work (see Arbitral Awards 64/04-Mercury Garment, 98/04-Great Union, 106/04-Suit Way, 05/05-GHG and 05/06-W&D).

In this case, the Arbitration Council agrees with the interpretation of the Arbitrators in the abovementioned cases. In this case, even though the company claims that it agreed to pay for the medical check fee of 10,100 riel to the old workers but not the new workers who have just started working (there are 437 workers, according to the list of workers, who request the company to pay back this medical check fee), the Arbitration Council considers that abstaining from paying the medical check fee for new workers is not allowed [as this would allow] the employer to avoid their legal obligation pursuant to Article 247(c) of the Labour Law (1997).

Therefore, the Arbitration Council considers that the employer is obliged to pay the medical check fee of 10,100 riel to 437 workers whose names are included on the list of names submitted to the Arbitration Council by the worker party.

Issue 2:

The workers demand that the company provide 100 percent wages when the company has no work for the workers to do.

According to Notification 017, issued by the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation, the minimum wage the employer should pay to workers every month is US\$45. Article 104 of the Labour Law states: "The wage must be at least equal to the guaranteed minimum wage; that is, it must ensure every worker of a decent standard of living compatible with human dignity"

The content of the above mentioned Article makes a clear statement about the minimum wage the company should provide to workers. However, the company does have a right to suspend workers' labour contracts without providing wages by following the legal procedures relating to the suspension of a labour contract mentioned in Article 71(11) of the Labour Law.

Article 71(11) states that the employer can suspend a worker's labour contract when the enterprise faces a serious economic or material difficulty or any particularly unusual difficulty, which leads to a suspension of the enterprise operation. The suspension shall not exceed two months and shall be under the control of the Labour Inspector.

In previous cases, when the labour suspension is not in conformity with Article 71(11) of the Labour Law, the employer has been ordered to provide the workers' full wages (see Arbitral Awards 21/03-Loyal Cambodia and 60/04-United Art).

In this case, when workers wait at the workplace when the company does not have work for them to do, the company calculates their wages with reference to the number of hours [the workers waited] and if there is no work the company provides 50 percent of wages. The parties do not have a written agreement about this. In this case, the workers asserted during the hearing that

they do not accept the hourly-counted payment or the 50 percent payment as practiced to date. They demand that the company provide 100 percent of wages when the company has no work for the workers to do. The Arbitration Council considers that in cases where the company has no work for workers to do and the company does not implement the legal procedures of the Labour Law as stated in Article 71(11), the company is obliged to pay 100 percent of wages to workers.

In this case, when the company does not have work for workers to do for one to two days and up to ten days, the company has not made a petition to the Labour Inspector to suspend the workers' work. Therefore, the Arbitration Council considers that in cases where the company has no work for workers to do and it does not suspend workers according to the legal procedures of Article 71(11) of the Labour Law, the company has to provide 100 percent wages to workers even though the duration is less than one to two days or up to ten days.

Issue 3:

The workers demand that the company stop the practice of making workers pay US\$5 as a deposit when the workers start work and request that the company pay this amount back to the workers.

Article 44 of the Labour Law provides, "The employer cannot subject the signing or maintaining of employment contract to a cash guarantee or bond of any form." Article 44 of this law provides enough legal basis to require that the employer not take money from workers when the workers have just started work. In this case, the company requires workers who have just started work to deposit US\$5 for bobbin, scissors, and other working equipment. The company will pay back the amount of the deposit when the worker resigns from work or is terminated by the company and when all the equipment is returned to the company. The Arbitration Council considers that the company requirement that workers deposit US\$5 for bobbin, scissors, and other working equipment, is a condition which workers have to fulfill to get the job. If workers do not pay, the company will not sign a labour contract with the workers. Therefore, this requirement for workers to deposit US\$5 upon signing the labour contract is contradictory to the contents of Article 44 of the Labour Law 1997 which prohibits the employer from taking deposits from workers.

Therefore, the Arbitration Council decides that the employer must stop taking the US\$5 from workers and must pay back this amount to the workers.

Issue 4:

The workers demand that the company increase the wage of eight workers from the Cutting Section equal to other workers in this section who do the same job, as the company increased these other workers' wage.

Article 106 of the Labour Law provides, “For work of equal conditions, professional skill and output, the wage shall be equal for all workers subject to this law, regardless of their origin, sex or age.”

Article 12 of the Labour Law states that that the employer shall not consider race, colour, sex, creed, religion, political opinion, birth, social origin, membership to a workers’ union or the exercise of union activities to be a reason in making a decision on remuneration.

Based on the contents of both Articles, workers can demand that the company provide equal wages if the workers can satisfy the four conditions as follows:

1. Equal work conditions;
2. Equal professional skill;
3. Work of the same productivity; and
4. Discrimination based on origin, sex, or age.

In this case, based on the list of names provided by the company to the Arbitration Council, there are eight workers in the Cutting Section. Four of them receive US\$50 per [month]; Say On, ID number 854, who commenced work on 30 November 2002; Oun Bun, ID 812, who commenced work on 22 February 2003; Ao Khatdoeun, ID 866, who commenced work on 17 February 2003; and Long Chhunleng, ID 824, who commenced work on 26 February 2005. The other four workers receive US\$45 USD per month, these are; Vet Vin, ID 831, who commenced work on 11 March 2006; Chum Samnang, ID 818, who commenced work on 4 January 2006; Dy Sambath, ID 850, who commenced work on 10 May 2006. This [evidence] shows that the eight workers do not have the same work seniority because the workers who receive US\$45 per month have just started working in 2006. But because all of the eight workers work in the Cutting Section, they have the same working conditions. So the first condition is satisfied.

Besides the list of eight workers submitted to the Arbitration Council by the company as mentioned above, the worker party did not provide any other evidence to show that the workers’ have equal professional skills and productivity. The company party asserted that, with respect to increasing wages, the company asks the Chief of group to evaluate workers’ work based on skills, professionalism of the workers, by looking at the result of the work, the worker’s respect for workplace rules and the workers’ productivity. Thus, the second and third conditions are not satisfied. The fourth condition is not satisfied because the workers did not assert that the company has discriminated based on origin, sex, or age of workers in providing wages.

Therefore, the Arbitration Council considers that the workers’ demand that the company increase the wages of workers in the Cutting Section in an equal manner does not have enough legal basis (see Arbitral Award 64/06-Cal Tex).

However, the Arbitration Council finds that: 1) According to the company's Internal Work Rules dated 25 November 1998, Article 5: "Wages, bonuses, and perquisites" states, "*The company provides wage based on work ability and the output of each worker. The company will consider increasing the wage of the workers at the end of each year by looking at the work output, respect for workplace rules, and productivity of each worker and the ability of the company [to pay].*" 2) The Arbitration Council finds that, among the eight workers in the Cutting Section, Long Chhunleng, ID 824, began work on 26 February 2005 and receives US\$50 per month equally to the other three workers who began work in 2003; these are Oun Bun, ID 812; and Ao Khatdoeun, ID 866. Say On, ID number 854, began work in November 2002. Therefore, in evaluating whether to increase the workers' wages, the Arbitration Council considers that the employer should have its own policy [which sets out how to] evaluate the workers' job performance such as productivity (high output or low), respect for workplace rules, coming to work regularly and on time, listening to the instructions of the company, having skills and care at work and so on. If the company can do this in evaluating whether to increase the workers' wages, the workers will know about their effort so other workers will not make [unfounded] demands.

Issue 5:

The worker party demands that the company retain the regular attendance bonus of US\$5 because the Chief of group has already given the workers permission to take leave.

Notification 017, issued on 18 July 2000 by the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation, Article 3 states: "Workers who come to work regularly on regular working days of a month shall receive a bonus of at least US\$5 per month." However, this Notification does not mention what happens when workers take leave when they are sick and unable to come to work and there is not any provision in the Labour Law which provides any additional information on the rights of workers in taking sick leave with the attendance bonus retained.

In previous cases regarding the regular attendance bonus, the Arbitration Council notes that workers who take leave with permission still have a right to receive the regular attendance bonus in proportion to the days the workers come to work (see Arbitral Award 63/06-Shine Well).

The Arbitration Council considers that "*regular attendance bonus*" is a bonus to encourage and reward workers who come to work regularly for the whole month without any absences without a legal reason. But the principle of the legal provisions regarding the regular attendance bonus as stated in Notification 017, issued on 18 July 2000 by the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation – in addition to the Labour Law – are not intended to punish workers who take sick leave with permission. The Arbitration Council considers that it is very unjust if workers lose the whole amount of the regular attendance bonus

of US\$5 because they take sick leave with permission. Being unable to come to work because of sickness cannot be considered to be a mistake on the workers' part. On the other hand, it is not just for the employer who loses some benefit during the time of the workers' leave if it is required that the employer should pay for the regular attendance bonus when the workers take sick leave (see Arbitral Awards 64/04-Mercury, 15/05-Wing Tai, and 48/05-Manhathan).

In this case, the Arbitration Council agrees with the interpretation of the Arbitrators in the previous cases. Thus, the company must pay the regular attendance bonus in proportion to the number of days the workers take sick leave with permission in each month. In actual practice, the Chief of group gives permission to any workers who request leave.

Therefore, the Arbitration Council considers that the company has to provide the regular attendance bonus in proportion to the number of days the workers work in a month to those workers who take sick leave with the proper permission.

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

DECISION

- 1- Order Kingsland company to pay the medical check fee for 437 workers included in the list of names, in the amount of 10,100 riel to each worker, within 30 days from the day this award becomes enforceable.
- 2- Order the company to provide 100 percent wages to workers when the company has no work for the workers to do in cases where the company does not suspend the labour contracts in accordance with the legal procedures of the Labour Law, Article 71(11).
- 3- Order the company to stop taking US\$5 deposit from workers when workers sign a labour contract with the company. [Order the company] to pay back this deposit amount to workers within 30 days from the day this award becomes enforceable.
- 4- Reject the demand of the workers which demands that the company increase wages equally for all eight workers in the Cutting Section.
- 5- Order the employer to provide the regular attendance bonus in proportion to the number of days the workers work in a month, to workers who take sick leave with the proper permission.

Type of Award: non binding awards

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

SIGNATURES OF MEMBERS OF THE ARBITRATION PANEL:

Arbitrator chosen by the employer party:

Name: **Ouk Ry**

Signature:

Arbitrator chosen by the worker party:

Name: **Suong Sophal**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: