



**KINGDOM OF CAMBODIA**  
**NATION RELIGION KING**

**ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល**  
**THE ARBITRATION COUNCIL**

**Case number and name: 45/12-Pou Yuen**

**Date of award: 6 July 2012**

**ARBITRAL AWARD**  
(Issued under Article 313 of the Labour Law)

**ARBITRAL PANEL**

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

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

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

**DISPUTANT PARTIES**

**Employer party:**

Name: **Pou Yuen (Cambodia) Enterprise Ltd.**

Address: New Road, Tek Thla Commune, Sen Sok District, Phnom Penh

Telephone: 012 437 068

Fax: N/A

Representatives:

- |                    |                                  |
|--------------------|----------------------------------|
| 1. Mr Roger Shih   | Deputy Director                  |
| 2. Ms Tang Sokchou | Assistant to the Deputy Director |
| 3. Ms Lim Muoykea  | Assistant to the Deputy Director |

**Worker party:**

Name: **Workers Union Federation (WUF)**

**Local Unions of WUF**

Address: New Road, Tek Thla Commune, Sen Sok District, Phnom Penh

Telephone: 092 474 186

Fax: N/A

Representatives:

- |                    |  |
|--------------------|--|
| 1. Mr Khiev Bunsen | Officer of WUF                         |
| 2. Mr Teb Ton      | Officer of WUF                         |
| 3. Mr Kol Chivon   | President of the Workers Union         |
| 4. Mr Pen Chanrith | President of the Workers' Spirit Union |

- |                   |   |
|-------------------|---|
| 5. Mr Sin Sarat   | President of the Workers' Rights Union      |
| 6. Mr Phai Phirum | Vice president of the Workers' Spirit Union |
| 7. Ms Kit Theara  | Activist of the Workers Union               |

### **ISSUES IN DISPUTE**

(From the Non-Conciliation Report of the Ministry of Labour and Vocational Training)

1. The workers demand that the employer provide female workers who have given birth a monthly US\$ 10 allowance for milk formula, from the date of delivery until the child is six months old.
2. The workers demand that the employer provide them with an additional monthly US\$ 3 accommodation allowance on top of their existing allowance of US\$ 4 per month. The employer refuses to accommodate this demand.
3. The workers demand that the employer calculate the payment in lieu of annual leave on the basis of the average wages and benefits of the workers over the last 12 months. The employer refuses to accommodate this demand.
4. The workers demand that the employer provide them with an additional monthly US\$ 6 attendance bonus on top of their existing allowance bonus of US\$ 9 per month. The employer refuses to accommodate this demand.
5. The workers demand that the employer rectify their wages within one week. The employer agrees to do it within 10 days.
6. The workers demand that the employer set aside a meeting room for the union leaders and the worker delegates. The employer will discuss this issue with the management first.
7. The workers demand that the employer provide a maternity payment equal to three-month's wages and benefits which are calculated on the basis of the workers' average wages over the previous 12 months. The employer argues that it is implementing this practice.
8. The workers demand that the employer reduce the heat in Building A. The employer agrees to try and reduce the heat.
9. The workers demand that the employer provide clean cups to workers. The employer refuses to accommodate this demand.
10. The workers demand that the employer allow workers in the cutting, marking and printing sections a break of fifteen minutes for every two hours of work.
11. The workers demand that the employer pay them full wages when they take less than 13 days of leave due to the unavailability of work, and further demand that the employer pay half of their wages if they take off 13 or more days.

12. The workers demand that the employer provide them with a sufficient amount of medicine and beds. The employer will discuss this issue with the management first.

#### **JURISDICTION OF THE ARBITRATION COUNCIL**

The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B of the Labour Law (1997); the *Prakas* on the Arbitration Council No. 099 dated 21 April 2004; the Arbitration Council Procedural Rules which form an Annex to the same *Prakas*; and the *Prakas* on the Appointment of Arbitrators No. 136 dated 7 June 2011 (Ninth 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 non-conciliation report No. 220 KB/RK/VK dated 28 February 2012 was submitted to the Secretariat of the Arbitration Council on 28 February 2012.

#### **HEARING AND SUMMARY OF PROCEDURE**

**Hearing venue:** The Arbitration Council, No. 72, Street 592, Corner of Street 327 (Opposite Indra Devi High School), Boeung Kak II Commune, Tuol Kork District, Phnom Penh

**Date of hearing:** 19 March 2012 at 2:00 p.m.

**Procedural issues:**

On 1 February 2012, the Department of Labour Disputes received complaint no. 025/12 dated 26 January 2012 from WUF, outlining the workers' demands that the employer improve working conditions. Upon receiving the claim, the Department of Labour Disputes assigned an expert officer to resolve the labour dispute. The last conciliation session was held on 21 February 2012, resulting in the resolution of eight issues of 20 issues. The 12 non-conciliated issues were referred to the Secretariat of the Arbitration Council on 28 February 2012 via non-conciliation report no. 220 KB/RK/VK dated 28 February 2012.

Upon receipt of the case, the Secretariat of the Arbitration Council summoned the employer and the workers to a hearing and conciliation of the 12 non-conciliated issues. The hearing was held on 19 March 2012 at 2:00 p.m. with both parties present.

At the hearing, the Arbitration Council conducted a further conciliation of the 12 non-conciliated issues, resulting in seven issues being resolved. Issues 2, 4, 7, 9, and 11 remained unresolved.

As the parties are signatories to the *Memorandum of Understanding On Improving Industrial Relations in the Garment Industry* (MoU), dated 28 September 2010, the Arbitration Council will divide the issues into two types of disputes: rights disputes and interests

disputes. In accordance with the MoU, both parties have agreed to choose binding arbitration on the rights disputes. However, this does not apply to the interests disputes. The parties are able to choose non-binding arbitration on the interests disputes, and can object to an arbitral award on such disputes.

Such an objection will not affect the parties' obligation to implement an award on the rights disputes in accordance with the MoU.

The parties agreed to extend the due date of issuance of the award to 6 April 2012.

The Arbitration Council considers the issues in dispute in this case based on the evidence and reasons below.

### **EVIDENCE**

*This section has been omitted in the English version of this arbitral award. For further information regarding evidence, please refer to the Khmer version.*

### **FACTS**

- Having examined the report on collective labour dispute resolution;
- Having listened to the statements of the representatives of the employer and the workers; and
- Having reviewed the additional documents:

#### **The Arbitration Council finds that:**

- Pou Yuen (Cambodia) Enterprise Ltd. operates a footwear factory and employs 2,950 workers.
- The Workers Union, the Workers' Spirit Union, and the Workers' Right Union are the claimants in this case. The three unions represent 1,540 workers. They are the affiliates of WUF.

#### **Issue 2: The workers demand that the employer provide an additional monthly US\$ 3 accommodation allowance on top of the existing US\$ 4 allowance.**

- The employer has been providing a monthly US\$ 4 accommodation allowance to each worker since its inception. However, the workers demand an additional US\$ 3 per month as an incentive and a way to ease their burden of the cost of living.
- They make this demand due to the increased price of consumer goods and the increased cost of rent, transportation, and utility bills. The workers argue that given these reasons the employer should consider their demand.
- The employer claims that it cannot afford to accommodate this demand.

**Issue 4: The workers demand that the employer provide an additional monthly US\$ 6 attendance bonus on top of the existing monthly US\$ 9 attendance bonus.**

- The employer's practice is to provide a monthly US\$ 9 attendance bonus.
- The workers make this demand as it is to reward their service and regular attendance.
- The employer refuses to accommodate this demand as it has provided a higher attendance bonus than that required by the law.

**Issue 7: The workers demand that the employer provide a maternity payment equal to three-month's wages and benefits which are calculated on the basis of their average wages over the last 12 months.**

- The employer's practice is to calculate a maternity payment on the basis of half the workers' base wages and accommodation allowance, attendance and seniority bonuses.
- The employer states that it made a maternity payment on the 8<sup>th</sup> of each month (pay day). If female workers were unable to obtain the payment in person, they could authorise their relatives.
- The workers make this demand due to the following reasons: (1) they have difficulty travelling long distances from the provinces during their maternity leave, (2) their health may be weak, (3) obtaining a maternity payment often involves high transportation costs, and (4) high expenses will arise out of maternity.
- The employer argues that it refused to accommodate this demand as the workers were not technically employed during their maternity leave. Thus, the maternity payment would not include half of the worker's overtime payment.

**Issue 9: The workers demand that the employer provide hygienic drinking glasses to workers.**

- At the hearing, the workers changed their demand. They demanded that the employer provide two large bottles of drinking water on a monthly basis.
- The employer's practice is to provide only a sufficient amount of water. Drinking glasses are only available at the infirmary.
- The workers contend that a large number of workers do not have drinking glasses. Some of the workers borrow drinking glasses from their colleagues.
- The employer refuses to accommodate this demand as each worker has to be responsible for their own health. Thus, they must have their own drinking glasses.

**Issue 11: The workers demand that the employer pay them full wages when they take less than 13 days off due to the unavailability of work, and further demand that the employer pay half of their wages if they take off 13 or more days.**

- The employer states that it issued a notification on the provision of wages due to the unavailability of work on 1 February 2012. The notification read that, "...due to the unavailability of work in February and March, the employer has arranged for some workers to take days off with 50% of daily wages being provided..."
- The employer further states that the notification was signed off by the employer, the representatives of the unions, and the worker delegates.
- The workers make this demand on the basis that the employer must have work for them.
- Both parties state that work was unavailable every Saturday due to alternate days-off. The employer did not inform the Labour Inspector of the unavailability of work.

### **REASONS FOR DECISION**

Before turning to this issue, the Arbitration Council considers whether the issues give rise to a rights dispute.

In previous Arbitral Awards, the Arbitration Council has ruled that "a rights dispute is a dispute concerning entitlements in the law, an agreement or a collective agreement" (see *Arbitral Awards 05/11-M&V 1, reasons for decision, issue 1 and 5; 13/11-Gold Kamvimex, reasons for decision, issue 1 and 2; 14/11-GHG, reasons for decision, issue 4; and 37/11-ASD, reasons for decision, issue 1*).

The Arbitration Council applies this ruling in this case.

In this case, the Arbitration Council finds that issue 7 (concerning the provision of a maternity payment equivalent to three-months' wages), issue 9 (concerning the provision of bottles of drinking water), and issue 11 (concerning the suspension of employment contracts) qualify as rights disputes because they have a basis in the Labour Law. However, issues 2 (concerning an increase in the accommodation allowance) and 4 (concerning the increase of attendance bonus) are not the rights disputes as they do not have the basis in the employment contracts or agreements.

**Issue 2: The workers demand that the employer provide an additional monthly US\$ 3 accommodation allowance on top of the existing monthly US\$ 4 allowance.**

The Arbitration Council considers this issue as follows:

The Arbitration Council finds that there is no provision in the Labour Law, a collective agreement, or an agreement requiring the employer to accommodate this demand. Therefore, the Council considers this issue to be an interests dispute.

With respect to interests disputes, the Arbitration Council considers whether the disputant union has most representative status (MRS).

Clause 43 of *Prakas* No. 099 dated 21 April 2004 states:

An arbitral award which settles an interest dispute takes the place of a collective bargaining agreement and shall remain in effect for one year from the date on which it becomes final unless the parties agree to make a new collective bargaining agreement replacing the award.

Based on this clause, an award by the Council on an interests dispute will become a collective agreement which applies to all workers at the enterprise. Non-members of the union lose their right to strike when future interests disputes arise. Therefore, the Arbitration Council can only rule on interests disputes brought by the MRS union or a collection of unions representing over half of the workers at an enterprise (*see Arbitral Awards 81/04-Evergreen, reasons for decision, issue 4 and 98/04-Great Union, reasons for decision, issue 3*).

In Arbitral Award 169/11-Fortune Teo, reasons for decision, issue 5, the Arbitration Council declined to consider an interests dispute as the claimant union did not hold a certificate of MRS (*see Arbitral Awards 02/11-Pou Yuen, reasons for decision, issue 2 and 66/11-In Han Sung, reasons for decision, issue 1*).

According to the facts, the three unions (the Workers Union, the Workers' Spirit Union, and the Workers' Right Union), representing 1,540 workers, are affiliates of WUF. They are not registered.

The Arbitration Council considers that having MRS gives a union the legal capacity to negotiate with an employer to establish a collective agreement and gives it legal standing to bring an interests dispute before the Arbitration Council for resolution. In order to possess MRS, a union must be registered and fulfill the other conditions stipulated in Article 277 of the Labour Law 1997.

If a union does not possess a certificate of MRS, it does not have the legal capacity to form a collective agreement on behalf of all workers in the factory (*see Article 96 paragraph 2b of the Labour Law 1997 and Clause 9 paragraph 1 of Prakas No. 305*). The right to negotiate a collective agreement belongs to the majority union which has fulfilled the requirements stipulated in Article 277 of the Labour Law.

Article 277 of the Labour Law states:

...The representativeness is determined by the following criteria:

b)... However any trade union whose number of members is over 51 percent of the total number of workers in the enterprise shall be considered as the most representative union.

Clause 9 paragraph 2 of *Prakas* No. 305 dated 22 November 2001 states:

In an enterprise or establishment which does not have a union with most representative status, all unions or multiple unions having members in that enterprise or establishment can unite to propose a draft collective agreement...

In Arbitral Award 19/08&20/08-Quint Major Industrial 2, reasons for decision, issue 2, the Arbitration Council ruled that

...if none of the unions has the most representative status, a collection of unions with a majority of members can bring an interests dispute before the Arbitration Council for resolution. Based on the above interpretation when the Arbitration Council decides an interest dispute, parties will not be able to strike or lock-out or bring another interest disputes before the Arbitration Council within one year...

In this case, the three claimant unions represent a majority number of workers in the factory (a total of 1,540 workers are members of the three unions, which is equivalent to 52.20% of the total 2950 workers in the factory). Thus, the three unions together can bring an interests dispute to the Arbitration Council for resolution.

The Arbitration Council will consider the workers' demand on equity as follows:

According to the facts, the employer has been providing a monthly US\$ 4 accommodation allowance since its inception. The workers make this demand due to the increased price of consumer goods and the increased cost of rent, transportation, and higher utility bills. The Arbitration Council determines that the benefit provided by the employer is higher than what is provided for in the law.

In Arbitral Award 27/12-Ying Dong, reasons for decision, issue 5, the Arbitration Council ruled:

the increased cost of rent and transportation does not concern the management of the employer. Thus, the employer should not be obliged to

take that burden without its agreement or requirement by the law...therefore, imposing an obligation on the employer to provide a monthly US\$ 15 of transportation and accommodation allowance to all workers will not be fair to the employer.

The Arbitration Council applies this ruling in this case. Therefore, the Council rejects the workers' demand that the employer provide an additional monthly US\$ 3 accommodation allowance on top of the existing monthly US\$ 4 already provided.

**Issue 4: The workers demand that the employer provide an additional monthly US\$ 6 attendance bonus on top of the existing US\$ 9 attendance bonus.**

The Arbitration Council considers the issue as follows:

Point 1 of Notification No. 041/11 dated 7 March 2011 issued by the Ministry of Labour and Vocational Training states that, "Workers who attend work regularly in accordance with the number of working days in each month will receive a bonus of at least US\$ 7 per month."

According to the facts, the employer has provided a monthly US\$ 9 attendance bonus which is higher than what is provided for in the law.

The Arbitration Council finds that there is no provision in the Labour Law, any collective agreement between the parties, or any other agreement requiring the employer to accommodate this demand. Therefore, the Council considers this issue to be an interests dispute (see reasons for decision, issue 2 regarding an interests dispute).

The Arbitration Council will consider the workers' demand on equity as to whether the employer is obliged to provide an additional US\$ 6 attendance bonus on top of the existing monthly US\$ 9.

According to the facts, the workers state that the accommodation of their demand will act as a reward for their service and regular attendance. The employer refuses to accommodate the demand as it has provided a higher attendance bonus than the bonus stipulated in the law.

The Arbitration Council finds that the workers do not have sufficient grounds for such a demand.

Therefore, the Arbitration Council rejects the workers' demand that the employer provide an additional US\$ 6 attendance bonus on top of the existing monthly US\$ 9.

**Issue 7: The workers demand that the employer provide a maternity payment equal to three-months' wages and benefits which are calculated on the basis of their average wages over the last 12 months.**

The Arbitration Council considers whether the employer is obliged to provide a maternity payment of three months' wages before the workers take maternity leave. The maternity payment is calculated on the basis of the workers' average wages over the last 12 months.

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

Article 183, paragraphs 1 of the same law states that "During the maternity leave as stipulated in the preceding article, women are entitled to half of their wage, including their perquisites, paid by the employer..."

The Arbitration Council finds that the two above-mentioned articles do not mention the timing of the provision of a total of maternity payment.

However, Article 115 paragraph 3 of the Labour Law states: "Payment shall not be made on a day off. If payday falls on such a day-off, the payment of wages shall be made a day earlier."

The key term in this article is wage. The Arbitration Council considers whether maternity payment qualifies as wage.

Article 103 of the Labour Law states that, "Wage includes, in particular: actual wage, overtime payment, gratuities...amount of money paid by the employer to the workers...during maternity leave."

In Arbitral Award 154/11-B&N, reasons for decision, issue 4, the Arbitration Council ruled that, "Based on Articles 115 and 103, the Arbitration Council determines that the provision of Article 115 also applies to maternity payment."

In previous arbitral awards, the Arbitration Council has determined that a maternity payment must be calculated by taking the wages earned during the previous 12 months and dividing this figure by 12 to determine the average monthly wage, then taking 50% of the average monthly wage and multiplying it by three to determine the payment for 90 days [i.e. three months] of maternity leave (*see Arbitral Award 06/08-Kingsland, reasons for decision, issue 1*).

In this case, the employer calculates a maternity payment by taking base wages, attendance bonus, accommodation allowance, and seniority bonus and dividing this figure by 2. The employer makes the payment to the workers on a monthly basis.

In previous arbitral awards, the Arbitration Council has ruled that, “women workers have a right to receive half of their wages included perquisites in advance of the maternity leave starting.” (See *Arbitral Awards 97/06-New Max, reasons for decision, issue 1; 91/07-JK, reasons for decision, issue 3; 58/11-United Apparel, reasons for decision, issue 3; 81/11-GHG, reasons for decision, issue 2*).

In this case, the employer’s practice is to calculate a maternity payment by taking attendance bonus, accommodation allowance, and seniority bonus and dividing this figure by 2. The employer makes the payment on a monthly basis. The Arbitration Council determines that the employer’s practice violates Article 115 of the Labour Law. In order to comply with this article, the employer must provide 50% of ninety days’ wages and benefits at least one day before the workers take maternity leave.

In conclusion, the Arbitration Council orders the employer to provide 50% of wages and benefits by taking wages earned during the previous 12 months and dividing this figure by 12 to determine the average monthly wages, then taking 50% of the average monthly wages and multiplying them by 3. The employer must provide the payment to female workers at least one day before they take maternity leave.

**Issue 9: The workers demand that the employer provide two bottles of drinking water on a monthly basis.**

The Arbitration Council considers whether the employer is obliged to provide two bottles of drinking water on a monthly basis.

Clause 1 of *Prakas* No. 054 on Supply of Hygienic Drinks dated 10 February 2000 states that, “Employers of enterprises and establishments stipulated in Article 1 of the Labor Law shall provide sufficient hygienic drinks to his/her employees.”

Clause 4 of *Prakas* No. 054 states that, “Employer must arrange to have hygienic glasses or other drinking vessels for workers and employees to use.”

At the hearing, the employer claimed that it has provided a sufficient amount of drinking water. However, drinking glasses were only available at the infirmary. The employer understood that it was the responsibility of the workers for their own health if they wanted to drink water outside the infirmary. Thus, the workers had to have their own drinking glasses.

The Arbitration Council rules that the employer's practice contravenes Clause 1 of *Prakas* No. 054. Based on this clause, the employer is obliged to provide drinking glasses to the workers. Moreover, the employer must ensure that those glasses are hygienic.

In this case, the workers demand that the employer provide two large bottles of drinking water on a monthly basis. The Arbitration Council determines that the employer has already fulfilled its obligation of providing sufficient drinking water. Therefore, the employer is not obliged to accommodate the workers' demand.

In conclusion, the Arbitration Council rejects the workers' demand that the employer provide two bottles of drinking water to the workers on a monthly basis, though it orders the employer to provide hygienic glasses or other drinking vessels to the workers.

**Issue 11: The workers demand that the employer pay full wages to them when they take off less than 13 days due to an unavailability of work, and pay half of their wages if they take 13 days or more off.**

The Arbitration Council considers whether the employer is obliged to pay full wages to workers due to the unavailability of work and the unauthorised suspension of employment contracts.

Article 71 paragraph 11 of the Labour Law states:

When the enterprise faces a serious economic or material difficulty or any particularly unusual difficulty, which leads to a suspension of the enterprise operation. This suspension shall not exceed two months and be under the control of the Labour Inspector.

In principle, the employer must suspend the workers' employment contracts in accordance with the legal procedure set forth in the Labour Law.

In previous arbitral awards, the Arbitration Council has ruled:

the employer is required to notify the Labour Inspector of the work suspension so that the Labour Inspector can confirm the suspension. This means that, the Labour Inspector has a duty to inspect the situation and provide advice as to whether the suspension is in fact justified by serious economic difficulty (*see Arbitral Awards 136/08-Supertex, reasons for decision, issue 2; 51/09-Yung Wah 1&2*).

Article 72 paragraph 1 of the Labour Law states:

The suspension of a labour contracts affects only the main obligations under the contract, that are, those under which the worker has to work for the employer, and the employer has to pay the worker, unless there are provisions to the contrary that require the employer to pay the worker.

The employer is not obligated to pay wages to the workers if the employer has complied with the legal procedure to suspend their employment contracts. Otherwise, the employer must pay full wages to the workers (*see Arbitral Award 45/05-B&N*).

In this case, though there was no work available for the workers, the employer did not seek authorisation from the Labour Inspector as the employer had the notification signed off by the employer, the representatives of the employer, and the worker delegates. The notification read that, "...due to the unavailability of work in February and March, the employer has arranged for some workers to take days off with 50% of daily wages being provided..."

The Arbitration Council considers whether the employer can implement the aforesaid notification.

Article 13 paragraph 11 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.

Based on this article, the Arbitration Council rules that the notification provides lower benefits than what is required by the law. Therefore, the notification is no longer applicable as it is in conflict with Article 13 of the Labour Law.

In conclusion, the Arbitration Council orders the employer to provide full wages as work is not available for the workers and the employer failed to follow the legal procedure set forth in the Labour Law regarding the suspension of the workers' employment contracts.

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

#### **DECISION AND ORDER**

##### **Part I. Rights dispute:**

##### **Issue 7:**

- Order the employer to provide a maternity payment to pregnant workers equivalent to 50% of wages and benefits, to be determined by dividing their wages earned during the previous 12 months by 12 to determine the average monthly wages, then halving the average monthly wages and multiplying by 3.
- Order the employer to provide the maternity payment to female workers at least one day before they take maternity leave.

**Issue 9:**

- Reject the workers' demand that the employer provide two bottles of drinking water to the workers on a monthly basis.
- Order the employer to provide hygienic glasses or other drinking vessels to the workers.

**Issue 11:**

- Order the employer to provide full wages to the workers when there is no work available for them and as the employer has not followed the legal procedure set forth in the Labour Law to suspend the workers' employment contracts.

**Type of award: binding award**

The award of the Arbitration Council in Part I will be final and is enforceable by the parties in accordance with the MoU dated 28 September 2010.

**Part II. Interests dispute:**

**Issue 2:**

- Reject the workers' demand that the employer provide an additional monthly US\$ 3 accommodation allowance on top of the existing monthly US\$ 4.

**Issue 4:**

- Reject the workers' demand that the employer provide an additional US\$ 6 attendance bonus on top of the existing monthly US\$ 9.

**Type of award: non-binding award**

The award in Part II will become binding eight days after the date of its notification unless one of the parties lodges a written opposition with the Minister of Labour through the Secretariat of the Arbitration Council within this period.

**SIGNATURES OF THE MEMBERS OF THE ARBITRAL 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: **Pen Bunchhea**

Signature: .....