KINGDOM OF CAMBODIA

NATION RELIGION KING

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THE ARBITRATION COUNCIL

Case number and name: 15/11-Golden Gain Shoe

Date of award: 25 February 2011

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: **Tuon Siphann**

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

DISPUTANT PARTIES

Employer party:

Name: **Golden Gain Shoe Company Ltd. (the employer)**

Address: Prey Tea Village, Chom Chao Commune, Dangkor District, Phnom Penh

Telephone: 017 991 818 Fax: N/A

Representatives:

1. Ms Yim Sophary — Administration staff
2. Ms Chhean Chantha — Administration staff

Worker party:

Name: **Khmer Youth Trade Union Federation (KYFTU)**

Local Union of KYFTU

Address: Prey Tea Village, Chom Chao Commune, Dangkor District, Phnom Penh

Telephone: 017 671 798 Fax: N/A

Representatives:

1. Mr Mai Vathanak — Vice-President of KYFTU
2. Mr Sim Phally — Officer of KYFTU
3. Mr Sun Phan — Officer of KYFTU
4. Ms Chen Sreyoun — President of the Local Union of KYFTU
5. Ms Vanna Chenda — Vice-President of the Local Union of KYFTU

ISSUES IN DISPUTE

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

1. The workers demand that the employer provide an additional 500 riel meal allowance for overtime work until 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 p.m. to 8:00 p.m. The employer refuses to accommodate the demand in favour of its existing practice, which is to pay a 1,000 riel meal allowance for overtime work from 4:00 p.m. to 6:00 p.m. and another 1,000 riel for overtime work from 6:00 p.m. to 8:00 p.m.

2. The workers demand that the employer convert the status of probationary workers having over two months of service to permanent workers. The employer will convert their status to permanent workers if they have over three months of service.

3. The Local Union of KYFTU demands that the employer repay three months' worth of union contribution fees deducted from 545 workers' wages (from October to December 2010). The employer states that it has paid the abovementioned union contribution fees to the Local Union of the Cambodian Labour Union Federation (CLUF) instead [of the claimant union] because the 545 workers have withdrawn their membership from the Local Union of KYFTU and have joined the Local Union of CLUF.

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. 080 KB/RK/VK dated 20 January 2011 was submitted to the Secretariat of the Arbitration Council on 21 January 2011.

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: 9 February 2011 at 8:00 a.m.

Procedural issues:

On 21 December 2010, the Department of Labour Disputes received a complaint from KYFTU outlining the workers' demands for the improvement of working conditions by the employer. Upon receiving the claim, the Department of Labour Disputes assigned an expert officer to conciliate the 15 issues in dispute and the last conciliation session was held on 11 January 2011, where 12 of the 15 issues were resolved. The three non-conciliated issues were referred to the Secretariat of the Arbitration Council on 21 January 2011.

Upon receipt of the case, the Secretariat of the Arbitration Council summoned the employer and the workers to a hearing and conciliation of the three non-conciliated issues, held on 9 February 2011 at 8:00 a.m. Both parties were present at the hearing.

At the hearing, the Arbitration Council conducted a further conciliation of the three non-conciliated issues, but none of the issues were resolved.

The Arbitration Council will consider and decide on the remaining issues in dispute 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:

- Golden Gain Shoe Company Ltd. commenced operation in 2006 and employs a total of 2,700 workers.
- There are two unions at the factory: the Local Union of KYFTU and the Local Union of CLUF.
- The Local Union of KYFTU, representing 740 workers, is the claimant in this case and does not hold a certificate of most representative status (MRS).

Issue 1: The workers demand that the employer provide an additional 500 riel meal allowance for overtime work until 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 p.m. to 8:00 p.m.

- The employer and the workers agree that a 1,000 riel meal allowance is provided to workers who work overtime from 4:00 to 6:00 p.m. An additional 1,000 riel meal allowance is provided for overtime work from 6:00 to 8:00 p.m.
- The workers demand an additional 500 riel in order to reach a total meal allowance of 1,500 riel for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel to reach a total meal allowance of 2,000 riel for overtime work from 6:00 to 8:00 p.m.
- The workers argue that it has been almost 10 years since Notification No. 017 on meal allowance took effect in 2000. As the price of consumer goods has increased, workers cannot afford to buy meals. Further, the maximum allowable duration of overtime is exceeded when the workers volunteer to work overtime.
- The workers make this demand on behalf of 740 workers.
- The employer refuses to accommodate the workers' demand as it is already complying with the Labour Law.
- The employer and the workers agree that overtime work occurs from 4:00 to 6:00 p.m. and from 6:00 to 8:00 p.m. Overtime work takes place five days per week and 50% of the workers at the factory volunteer to work until 8:00 p.m.

Issue 2: The workers demand that the employer convert the status of probationary workers having over two months of service to permanent workers.

- The employer's practice is to require both non-specialised and specialised workers to complete a probationary period of three months. Upon completion of the probationary period, the employer converts the workers' status to permanent workers.
- The workers demand a probationary period of two months for specialised workers and one month for non-specialised workers in accordance with Article 68 of the Labour Law. The workers assert that sewing workers are specialised workers and cleaners are non-specialised workers. The workers make this demand on behalf of all workers at the factory.
- The employer states that all workers at the factory hold verbal employment contracts. Probationary workers are paid US$ 56 per month and permanent workers are paid US$ 61 per month. Their ID cards differ in colour.
- The employer states that it provides US$ 61 to newly-recruited workers, the same as it provides to permanent workers, if they have experience or are skilled in sewing. It

further states that approximately 100 sewing workers are undertaking a three month probationary period at the factory.

- The employer refuses to accommodate the demand because its practice is better than the entitlement provided by law.

Issue 3: The workers demand that the employer repay three months' union contribution fees deducted from the wages of 545 workers (from October to December 2010).

- At the hearing the workers revised their demand, demanding the temporary suspension of deductions for union contribution fees from the wages of the 545 workers.
- The Local Union of KYFTU claims that the employer has paid deductions from its members' wages to the Local Union of CLUF, causing a shortfall in their budget from October to December 2010.
- The employer argues that the deductions from the wages of the 545 workers were based on letters of membership withdrawal and revocation of authorisation to deduct union contribution fees for the Local Union of KYFTU and letters authorising the employer to deduct union contribution fees for the Local Union of CLUF. The employer did not inform the Local Union of KYFTU of the said letters.
- The workers argue that the Local Union of KYFTU was not informed of the letters of membership withdrawal. The workers contend that the employer has infringed on union activities because it failed to provide this information to the union. Therefore, the employer must repay the deducted wages.
- The employer explained the procedure for making deductions for union contribution fees as follows: upon receiving a request from the worker, the employer will deduct union contribution fees. This procedure applies to deductions from wages for union contribution fees for both the Local Union of KYFTU and the Local Union of CLUF. The request must contain the worker's name, ID, and thumbprint.
- The workers argue that the letters of membership withdrawal are irregular, unclear, and invalid.
- The Arbitration Council finds that some letters clearly contain the workers' names, ID numbers, and thumbprints, and revoke their previous authorisations and authorise the employer to deduct union contribution fees from their wages for the Local Union of CLUF. Some letters contain two overlapping thumbprints and others contain the workers' names, ID numbers, and thumbprints, but state that they want fees deducted from their wages for a different union (the Local Union of the Union Federation of

Independent and Democratic (UFID)). Some letters do not contain workers' thumbprints or the names of the unions.

- Due to the irregularities mentioned above, the workers demand that deductions for union contribution fees from the wages of the 545 workers be temporarily suspended pending a review of the members of the Local Union of KYFTU.
- In this case, the Arbitration Council has found irregularities in the abovementioned letters, as alleged by the Local Union of KYFTU.

REASONS FOR DECISION

Issue 1: The workers demand that the employer provide an additional 500 riel meal allowance for overtime work until 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 p.m. to 8:00 p.m.

A 1,000 riel meal allowance is provided for overtime work from 4:00 to 6:00 p.m. An additional 1,000 riel meal allowance is provided for overtime work from 6:00 to 8:00 p.m. In this case, the workers demand an additional 500 riel meal allowance for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 to 8:00 p.m. The Arbitration Council considers the issue below.

Point 4 of Notification No. 049/10 KB/SCN dated 9 July 2010 states that "[o]ther benefits to which workers are entitled in accordance with points 3, 4, 5, and 6 of Notification No. 017 SKBY dated 18 July 2000 must be retained and enforceable."

Point 4 of Notification No. 017 dated 18 July 2000 states that "workers who volunteer to work overtime at the employer's request will receive a 1,000 riel meal allowance per day or be provided with a free meal."

The Arbitration Council has interpreted the clauses set out above to mean that workers are entitled to a 1,000 riel meal allowance or a free meal for each day they work overtime at the employer's request. However, the necessary duration of overtime work is not specified *(see Arbitral Award 25/10-High Born)*.

The Arbitration Council will apply the abovementioned interpretation in this case.

According to the facts, the employer provides a 1,000 riel meal allowance to workers for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 to 8:00 p.m. In this case, the workers demand an additional 500 riel meal allowance for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 to 8:00 p.m. The reason for the workers' demand is that the workers have been working overtime that exceeds the two hours permitted by the

law; and further, they cannot afford to buy meals because the price of consumer goods has increased.

The Arbitration Council considers that the workers must be paid a 1,000 riel meal allowance in accordance with Notification No. 017. In this case, the employer is complying with the notification by providing a 1,000 riel allowance for overtime work from 4:00 to 6:00 p.m. and another 1,000 riel for work from 6:00 to 8:00 p.m. The provision of this meal allowance is a practice based on an agreement made between the employer and all workers at the factory. Thus, the Arbitration Council considers that the workers are demanding benefits which are superior to those provided by the law, making this an interests dispute.

With respect to interests disputes, the Arbitration Council considers whether the disputant union has most representative status (MRS). In previous arbitral awards, the Arbitration Council has held that holding 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 *(see Arbitral Awards 42/09-River Rich, reasons for decision, issue 2)*.

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

> An arbitral award which settles an interests 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.

The Arbitration Council finds that the Local Union of KYFTU does not hold a certificate of MRS. Therefore, the Local Union of KYFTU does not have legal standing to bring an interests dispute to the Council for resolution.

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide an additional 500 riel meal allowance for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel for overtime work from 6:00 to 8:00 p.m.

Issue 2: The workers demand that the employer convert the status of probationary workers having over two months of service to permanent workers.

The Arbitration Council will consider whether the Local Union of KYFTU can represent workers who are not its members.

Clause 19 of *Prakas* No. 099 dated 21 April 2004 provides that "[a] party may appear before the arbitration panel in person, be represented by a lawyer...or be represented by any other person expressly authorised in writing by that party."

The Arbitration Council considers this article to mean that disputant workers can appear before the arbitral panel in person, be represented by a lawyer who is a member of

the Bar Association of the Kingdom of Cambodia, or be represented by another person expressly authorised in writing by that party.

The Arbitration Council finds that the Local Union of KYFTU has failed to prove that it is the legal representative of all workers at the factory. Therefore, the Arbitration Council will consider the demand on behalf of the claimant union and its members only.

In this case, the workers demand that the employer convert the status of specialised and non-specialised workers to that of permanent workers once they have completed two months and one month of service respectively.

Article 68, paragraph one of the Labour Law states:

> A contract for a probationary period cannot be for longer than the amount of time needed for the employer to judge the professional worth of the worker... However, the probationary period cannot last longer than three months for regular employees, two months for specialised workers and one month for non-specialised workers.

Based on this article, the Arbitration Council considers that the duration of a probationary contract cannot exceed two months for specialised workers and one month for non-specialised workers.

In Arbitral Award 92/08-Cambodian Hoi Fu, reasons for decision, issue 5, the Arbitration Council ruled that:

> The employer should determine the duration of a probationary period based on the type of worker and work performed by the worker. In addition, in accordance with previous arbitral awards, the Arbitration Council holds that garment workers are considered specialised workers whose probationary periods should be only two months.

In Arbitral Award 27/03-Standard Garment, reasons for decision, issue 1, the Arbitration Council ruled that "sewing workers and cloth cutting workers perform manual labour. However, this kind of work requires training and some skill. The Arbitration Council understands that they are expert employees. Therefore, their temporary employment contracts should last two months."

The Arbitration Council applies the abovementioned ruling in this case.

The Arbitration Council finds that, according to the facts, the employer offers three month probationary contracts to all workers. Upon completion of the probationary period, the employer converts the workers' status to permanent workers by changing the colour of their ID cards. There are approximately 100 sewing workers undertaking probationary work at the

factory. The Arbitration Council considers that the employer's practice violates Article 68, paragraph one of the Labour Law.

Based on the foregoing, the Arbitration Council orders the employer to convert the status of specialised workers and non-specialised workers to permanent workers after two months and one month of service respectively.

Issue 3: The workers demand that the employer repay three months' union contribution fees deducted from the wages of 545 workers (from October to December 2010).

The workers demand that deductions for union contribution fees for the Local Union of CLUF from the wages of 545 workers be temporarily suspended on the grounds that the workers' authorisation letters are improper and unclear. The Arbitration Council considers the issue below.

Article 129, paragraph two of the Labour Law states that a "worker can authorise deductions of his wage for dues to the trade union to which he belongs. This authorisation must be in writing and can be revoked at any time."

Clause 5 of *Prakas* No. 305 SKBY dated 22 November 2001 states:

> Any worker who belongs to a union may make a written request, at least 15 days in advance, that their union dues be withheld from their salary in accordance with Article 129 of the Labour Law, and the employer shall properly comply with such a request.

Based on paragraph two of Article 129 and Clause 5, the Arbitration Council considers that the employer is required to make deductions from the workers' wages for union contribution fees if those workers request in writing that it do so.

Article 281 of the Labour Law states that "[a]ll employers are forbidden to deduct union dues from the wage of their workers and to pay the dues for them."

The Arbitration Council notes that Articles 129 and 281 appear contradictory in meaning. However, in previous arbitral awards, the Arbitration Council has ruled that the purpose of Article 281 is to protect the workers' rights and prohibits the employer from interfering in union affairs as stipulated in Article 280 of the Labour Law *(see Arbitral Awards 05/03-Top One, reasons for decision, issue 1; 62/04-Ecent, reasons for decision, issue 9; 94/04-Eternity Apparel, reasons for decision, issue 4; 99/06-South Bay, reasons for decision, issue 5; and 16/05-New Point, reasons for decision, issue 11).*

The Arbitration Council considers that the Labour Law does not prohibit the employer from making deductions from the workers' wages for union contribution fees if the workers authorise the employer in writing to do so. If requested by the workers, the employer is

obliged to make deductions from their wages for union contribution fees, but Article 129, set out above, entitles union members to revoke their authorisations at any time if they wish the employer to stop making deductions from their wages for union contribution fees.

In previous arbitral awards, the Arbitration Council has consistently ordered employers to make deductions from union members' wages for union contribution fees upon their written request *(see 03/03-Tonga, reasons for decision, issue 9; 60/07-Suit Way, reasons for decision, issue 7; and 61/08- Focus Footwear)*.

In Arbitral Award 60/05-Evergreen, the Arbitration Council ruled that the

> purpose of the requirement for written authorisation to deduct union contribution fees is to protect each worker from any deduction being made against their will and to prevent the employer from making mistakes in the deduction. This is to guarantee that the application is accurate and reflects the workers' wishes.

In Arbitral Award 13/09-June Textile, the Arbitration Council ruled that

> in order to prevent any deductions against the workers' will, all documents related to requests for the deduction of wages must be valid and clear. Thus, the Arbitration Council considers that if workers are not willing to allow the employer to make deductions from their wages to pay union contribution fees, the workers need to express this clearly and genuinely and this can be made in writing or any other reliable means.

In this case, the employer has received written authorisations to deduct union contribution fees from the wages of 545 workers, containing the workers' names, ID numbers, work sections, and thumbprints. The Arbitration Council considers that the written requests generally contain sufficient information to identify the particular union member who authorises the deduction. In this case, the employer must deduct from those members' wages unless they have resigned from the factory *(see Arbitral Award 06/09-Sangwoo)*.

Based on the facts, the Arbitration Council finds that the employer stopped deducting union contribution fees for the Local Union of KYFTU from the wages of 545 workers in October and December 2010, instead paying the fees to the Local Union of CLUF based on the letters of membership withdrawal and revocation of authorisation submitted by the Local Union of CLUF. The Local Union of KYFTU was not informed of the aforementioned letters, and the Arbitration Council finds that some letters are valid and clear and some are not. According to the findings of fact, some letters contain overlapping thumbprints whilst others contain the workers' names, ID numbers, and thumbprints but state that they want their union contribution fees to be paid to a different union (UFID). Some letters do not contain the workers' thumbprints or the name of the union. The workers argue that the letters submitted by the Local Union of CLUF are unclear and invalid.

Article 2, paragraph two of the Labour Law states that "[e]very enterprise may consist of several establishments, each employing a group of people working together in a defined place such as in [a] factory, workshop, work site, etc., under the supervision and direction of the employer."

In previous arbitral awards, the Arbitration Council has interpreted this article to mean that the employer has a right to supervise and direct the enterprise as long as this is done lawfully and reasonably *(see Arbitral Awards 17/03 and 18/03-Ho Hing, reasons for decision, issue 5; 28/04-Raffles Grand Hotel D'Angkor, reasons for decision, issue 2; 20/06-New Star Shoes, reasons for decision, issue 5; 17/07-Charm Textile, reasons for decision, issue 3; 116/07-Grace Sun, reasons for decision, issue 2; 47/08-Grandtex, reasons for decision, issue 2; and 06/09-Sangwoo)*.

The Arbitration Council will apply the abovementioned interpretation in this case.

In Arbitral Award 06/09-Sangwoo, in relation to the employer's rights relating to deductions from wages for union contribution fees, the Arbitration Council ruled:

> In accordance with the above reasoning, the Arbitration Council considers that upon receipt of a request for deductions for union contribution fees made within the period specified in Clause 5 of *Prakas* No. 305 of 2001 from the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation, if the employer finds any problems in the documentation such as repeated names, confusing or mismatched ID numbers or groups of workers, names of workers who have resigned or stopped working for the employer, or if the thumbprints are scratched or unclear, the employer has the right to call workers in to clarify their authorisation of deductions for union contribution fees. For those workers who have clearly authorised the deduction, the employer shall [make the deduction] according to the time limit, that is, within the month that the union/workers submit their request.
>
> Under Article 271 of the Labour Law, "[a]ll workers, regardless of sex, age, [or] nationality are free to be a member of the trade union of their choice." Based on this article, the Arbitration Council considers that each worker has the right and freedom to become a member of the trade union of their choice.
>
> The Arbitration Council, however, considers that the employer is not entitled to ask certain questions that may infringe upon the individual rights of a worker to join a trade union or [questions related to] the deduction of union contribution fees. Such questions may include: "Why do you join the union?"; "Between the union and work, which one is more important?"; and "Did the company do anything bad that [made] you join the union?" The Arbitration Council considers that it is not appropriate for the employer to ask such questions. In addition, the Arbitration Council considers that there is insufficient evidence to determine

> whether the employer's act of reviewing the list of workers who requested the deduction was valid. Therefore the Arbitration Council considers that, as a compromise and to ensure the protection of the personal rights of workers who may be subject to questioning by the employer beyond what is necessary to clarify their thumbprints and that they agreed to the deduction, if the employer has any doubts regarding workers' names, ID, group, or thumbprints (if some parts are erased) the employer can call workers either individually or as a group for clarification and the workers can request their worker delegates or union representative to accompany them for questioning at the administration office either individually or in a group to ensure the questioning is not coercive. The employer shall ensure that the worker delegate or union representative requested by the worker is able to accompany them to the meeting to clarify whether their thumbprint is genuine and whether they approved the deduction for union contribution fees and [to ensure] that the process is in accordance with Clause 5 of *Prakas* No. 305 of 2001 from the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation. The Arbitration Council, therefore, considers that generally the employer should deduct union contribution fees for the union to which the worker belongs when it receives valid and clear documents from the workers which express their agreement to the deduction. If the request contains any unclear information such as the worker's name, ID number, group, or thumbprint (if some parts are erased), the employer may call the individual worker or a group of workers to clarify the point in doubt. The workers, on the other hand, have the right to request that a worker delegate or union representative accompany them [to this meeting]. The review process shall be in accordance with the timeframe set out in Clause 5 of *Prakas* No. 305 of 2001 from the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation, that is, it should not be later than 15 days after the employer received the request letter.

In this case, the Arbitration Council finds that some letters clearly contain the workers' names, ID numbers, and thumbprints, revoking their previous authorisations and authorising the employer to make deductions from their wages for union contribution fees for the Local Union of CLUF. Some letters contain overlapping thumbprints and others contain the workers' names, ID numbers, and thumbprints, but state that they want fees deducted from their wages for a different union (UFID). Some letters do not contain the workers' thumbprints or the name of the union.

In this case, the Arbitration Council considers that the employer must make deductions from the wages of those workers who have revoked their previous authorisations and who have authorised the employer to make deductions from their wages for union

contribution fees for the Local Union of CLUF if their names, thumbprints, ID numbers, and work sections are clear and valid.

Furthermore, the Arbitration Council considers that the employer must review any invalid or unclear names, ID numbers, work sections or thumbprints (some letters contain erased thumbprints or names of workers without thumbprints) and each worker can engage their worker delegate or union representatives in the review process. The employer must facilitate the involvement of worker delegates or union representatives.

Based on the foregoing, the Arbitration Council decides to:

- Reject the demand that the employer temporarily suspend deductions for union contribution fees for the Local Union of CLUF.
- Order the employer to make deductions from the wages of those workers who have revoked their previous authorisations and who have authorised the employer to make deductions from their wages for union contribution fees for the Local Union of CLUF if their names, thumbprints, ID numbers, and work sections are clear and valid.
- Order the employer to review any invalid or unclear names, ID numbers, work sections or thumbprints (some letters contain erased thumbprints or names of workers without thumbprints). Each worker can engage their worker delegate or union representatives in the review process and the employer must facilitate the involvement of worker delegates or union representatives. The review process must take place within 15 days of the employer's receipt of [resubmitted] written requests from the workers, in accordance with Clause 5 of *Prakas* No. 305 of 2001 issued by the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation. However, if the written requests are clear, the employer must make deductions from the workers' wages for union contribution fees.

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

DECISION AND ORDER

Issue 1: Decline to consider workers' demand that the employer provide an additional 500 riel meal allowance for overtime work from 4:00 to 6:00 p.m. and an additional 1,000 riel meal allowance for overtime work from 6:00 to 8:00 p.m.

Issue 2: Order the employer to convert the status of specialised workers and non-specialised workers to permanent workers after two months and one month of service respectively.

Issue 3:

- Reject the workers' demand that the employer temporarily suspend deductions for union contribution fees for the Local Union of CLUF.
- Order the employer to make deductions from the wages of those workers who have revoked their previous authorisations and who have authorised the employer to make deductions from their wages for union contribution fees for the Local Union of CLUF if their names, thumbprints, ID numbers, and work sections are clear and valid.
- Order the employer to review any invalid or unclear names, ID numbers, work sections or thumbprints (some letters contain erased thumbprints or names of workers without thumbprints) and to wait for Local Union of KYFTU and Local Union of CLUF to reconfirm their members and submit to the employer individual requests authorising deductions for union contribution fees.

SIGNATURES OF MEMBERS OF THE ARBITRAL PANEL

Arbitrator chosen by the employer party:

Name: **Ing Sothy**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Tuon Siphann**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: .....