KINGDOM OF CAMBODIA

NATION RELIGION KING

ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល

THE ARBITRATION COUNCIL

Case number and name: 04/12-USA Fully Field

Date of award: 6 February 2012

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRAL PANEL

Arbitrator chosen by the employer party: **You Suonty**

Arbitrator chosen by the worker party: **Tuon Siphann**

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

DISPUTANT PARTIES

Employer party:

Name: **USA Fully Field (Cambodia) Garments Co., Ltd. (the employer)**

Address: National Road 2, Chak Angre Krom Commune, Meanchey District, Phnom Penh

Telephone: 012 893 113 Fax: N/A

Representative:

1. Mr Phal Phat Head of Administration

Worker party:

Name: **Free Trade Union of Workers of the Kingdom of Cambodia (FTUWKC)**

Local Union of FTUWKC

Address: No. 28B, Street 222, Boeung Raing Commune, Daun Penh District, Phnom Penh

Telephone: 012 212 812 Fax: N/A

Representatives:

1. Ms Som Sreymom Officer of FTUWKC
2. Mr Som Saveurn President of the Local Union of FTUWKC
3. Ms Thon Bopha Vice-President of the Local Union of FTUWKC
4. Ms Soy Nakry Deputy Secretary of the Local Union of FTUWKC

ISSUES IN DISPUTE

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

1. The workers demand that the employer provide 6,500 riel instead of 5,900 riel as the overtime payment and meal allowance for overtime work from 6:00 p.m. to 9:00 p.m. The employer will provide 5,900 riel (a 2,000 riel meal allowance plus an overtime payment calculated on the basis of the normal pay rate) for overtime work from 6:45 p.m. to 9:00 p.m.

2. The workers demand that the employer convert the status of probationary workers to that of permanent workers by offering undetermined duration contracts following the completion of the probationary period of two months. The employer states that its practice is to offer fixed duration contracts upon the completion of the probationary period, in compliance with Articles 67 and 73 of the Labour Law.

3. The workers demand that the employer provide an additional US$ 3 attendance bonus. The employer states that it is complying with Notification No. 041/11 dated 7 March 2011.

4. The workers demand that the employer provide a monthly allowance for either transportation or accommodation. The employer refuses to accommodate the demand because it employs workers living near the factory.

5. The workers demand that the employer provide a US$ 5 incentive bonus. The employer refuses to accommodate the demand as it is a subcontracting company.

6. The workers demand that the employer provide an additional US$ 5 milk allowance on top of the existing allowance to pregnant workers following their return to work. The employer has agreed to provide only US$ 5.

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. 022 KB/RK/VK dated 5 January 2012 was submitted to the Secretariat of the Arbitration Council on 6 January 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: 17 January 2012 at 8:30 a.m.

Procedural issues:

On 8 December 2011, the Department of Labour Disputes received a complaint from the Local Union of FTUWKC 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 dispute and the last conciliation session was held on 28 December 2011. Two of the eight issues were conciliated at the session. The six non-conciliated issues were referred to the Secretariat of the Arbitration Council on 6 January 2012, via non-conciliation report No. 022 KB/RK/VK dated 5 January 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 six non-conciliated issues, held on 17 January 2012 at 8:30 a.m. Both parties were present at the hearing. The Arbitration Council conducted a further conciliation of the six issues, resulting in none being resolved.

As both 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: rights disputes and interests disputes. In accordance with the MoU, both parties have agreed to choose binding arbitration of rights disputes. However, this does not apply to interests disputes. The parties are able to choose non-binding arbitration of 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 rights disputes in accordance with the MoU. In this case, both parties chose non-binding arbitration of interests disputes.

The workers and the employer agreed to extend the due date for issuance of the award from 30 January to 6 February 2012.

The Arbitration Council will consider the issues in dispute based on the evidence and reasons below.

EVIDENCE

Witnesses and Experts: N/A

Documents, Exhibits, and other evidence considered by the Arbitration Council:

A. Provided by the employer party:

1. Pay slip for overtime work from 6:45 to 9:00 p.m., dated 11 January 2011.
2. Pay slip for overtime work from 6:45 to 9:00 p.m., dated 25 August 2011.
3. Pay slip for overtime work from 6:45 to 9:00 p.m., dated 13 January 2012.
4. Pay slip for overtime work from 6:45 to 9:00 p.m., dated 12 January 2012.
5. Authorisation letter from the employer, dated 13 January 2012.
6. Certificate of commercial registration of the employer, dated 15 March 2012.
7. Internal Work Rules of the employer, dated 16 March 1999.
8. Company statute of the employer, dated 11 August 2010.
9. Notification of the Ministry of Labour and Vocational Training, No. 041/11 dated 7 March 2011.
10. Brief statement on the labour dispute.
11. Request for acknowledgement of the Internal Work Rules of the employer [sent to the Labour Inspector], dated 6 March 1999.

B. Provided by the worker party:

1. Complaint against the employer filed with the Department of Labour Disputes and Vocational Training, dated 5 December 2011.
2. Request for negotiations with the employer, dated 21 November 2011.
3. Letter from the workers' representatives to the president of the Local Union of FTUWKC, requesting him to help improve working conditions, dated 14 December 2011.
4. Certificate of registration of the Local Union of FTUWKC, dated 14 December 2004.
5. Letter acknowledging the fourth term of the Local Union of FTUWKC, dated 6 October 2011.

C. Provided by the Ministry of Labour and Vocational Training:

1. Report on collective labour dispute resolution at USA Fully Field (Cambodia) Garments Co., Ltd., No. 022 KB/RK/VK, dated 5 January 2012.
2. Minutes of collective labour dispute resolution at USA Fully Field (Cambodia) Garments Co., Ltd., dated 28 December 2011.

D. Provided by the Secretariat of the Arbitration Council:

1. Notice to attend the hearing addressed to the employer, No. 037 KB/AK/VK/LKA dated 11 January 2012.
2. Notice to attend the hearing addressed to the workers, No. 038 KB/AK/VK/LKA dated 11 January 2011.
3. Agreement on binding arbitration of rights disputes, dated 17 January 2012.

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:

- USA Fully Field (Cambodia) Garments Co., Ltd. is a garment factory.
- The employer commenced its operation in 1999 and employs approximately 618 workers, 592 of whom are female.
- The Local Union of FTUWKC is the claimant in this case. The union, registered on 14 December 2004 and representing 90 workers, does not hold a certificate of most representative status (MRS).

Issue 1: The workers demand that the employer provide 6,500 riel instead of 5,900 riel as the overtime payment and meal allowance for overtime work from 6:00 to 9:00 p.m.

- Normal working hours at the factory are from 7:00 to 11:00 a.m. and from 12:00 to 4:00 p.m. Workers will be provided with an overtime meal allowance of 2,000 riel for overtime work from 4:00 to 6:00 p.m.
- Workers will be provided an additional 2,000 riel meal allowance if they volunteer to continue to work overtime from 6:45 to 9:00 p.m. In total, workers receive a 5,900 riel meal allowance and overtime payment. In this case, the workers demand an additional 600 riel meal allowance to make a total of 6,500 riel because workers continuously work overtime from 4:00 to 9:00 p.m. on the same day. The workers contend that they deserve the additional meal allowance because they have worked for several hours.
- The employer refuses to accommodate the demand, stating that it is a subcontracting company.
- The workers and the employer agree that they do not have an agreement in place in relation to this demand.

Issue 2: The workers demand that the employer offer undetermined duration contracts to probationary workers following the completion of the probationary period of two months.

- The employer's practice is to offer successive three month fixed duration contracts and undetermined duration contracts.
- The employer offers two month probationary contracts to newly-recruited workers and successive three month fixed duration contracts upon the completion of the probationary period.
- The workers make this demand because the three month contracts create job insecurity for workers as the employer can easily terminate their contracts. The workers add that they cannot enjoy seniority rights on successive three month fixed duration contracts.
- The employer contends that upon completion of the probationary period, it offers fixed duration contracts in accordance with Articles 67 and 73 of the Labour Law.

Issue 3: The workers demand that the employer provide an additional US$ 3 attendance bonus.

- The employer's practice is to provide a monthly US$ 7 attendance bonus to workers who attend work regularly.
- The workers make this demand because transportation fees and the price of consumer goods have increased, and other factories have provided a US$ 10 attendance bonus to their workers.
- The employer cannot afford to accommodate the demand because it is a subcontracting company. The employer claims that it has not made much profit.

Issue 4: The workers demand that the employer provide a monthly allowance for transportation or accommodation.

- The workers demand that the employer provide a monthly US$ 10 transportation or accommodation allowance to workers from other provinces. Otherwise, they demand that the employer build housing for workers and pay the electricity and water bills associated with the housing as has been done in other factories.
- The employer refuses to accommodate the demand. The employer contends that it recruits workers living near the factory, and it is complying with the law.

Issue 5: The workers demand that the employer provide a US$ 5 incentive bonus.

- The workers make this demand because the employer is in a good economic situation; for instance, it has frequent overtime work. Thus, [the workers argue] the employer should provide the incentive bonus.
- The employer refuses to accommodate the demand as it is a subcontracting company for Sun Tex and has no direct buyers. The employer contends that this issue was already resolved by means of Arbitral Award 155/09-USA.
- In Arbitral Award 155/09-USA, the Arbitration Council found that the employer provided an incentive bonus in proportion to the number of the workers' working days. The employer provided a US$ 2, US$ 3, US$ 4, and US$ 5 bonus to workers having over three months, six months, one year and two years of service respectively. The practice was in effect for approximately eight months from July 2008 to February 2009. The employer ceased the practice due to the global financial crisis and a shortage of proper buyers. In this case, the workers demanded that the employer keep providing the incentive bonus, but the Arbitration Council rejected their demand after finding that the employer could cease its past practice.
- In the present case, the workers demand that the employer provide the incentive bonus but do not specify payment in proportion to [the workers' working days] or in accordance with the workers' seniority, or in accordance with Arbitral Award 155/09.
- The employer and the workers agree that they do not have an agreement in place in relation to this demand.

Issue 6: The workers demand that the employer provide an additional US$ 5 milk allowance to female workers following their return to work from maternity leave.

- There is no day-care centre and no space to set one up in the factory. The employer provides a monthly US$ 5 to female workers who have given birth for one year in lieu of setting up a day-care centre.
- In this case, the workers demand that the employer provide an additional US$ 5 on top of the existing milk allowance. The workers make this demand due to the increase in the price of milk formula.
- The employer refuses to accommodate this demand.

REASONS FOR DECISION

Before determining the issues, the Arbitration Council considers whether the demands gives rise to rights disputes.

In previous arbitral awards, the Arbitration Council has ruled that a rights dispute is a dispute which has a basis in the law, an agreement [employment contract], or a collective agreement *(see Arbitral Awards 05/11-M & V (Branch 1), reasons for decision, issue 1 and 13/11-Gold Kamvimex, reasons for decision, issues 1 & 2)*. The Arbitration Council applies this ruling in this case.

In this case, the Arbitration Council considers issues 2 and 6 to be rights disputes as they concern the making of employment contracts and the setting up of a day-care centre as provided for in Article 186 of the Labour Law. The Council considers that issues 1, 3, 4, and 5 give rise to interests disputes as they are above what is required by the law.

Issue 1: The workers demand that the employer provide 6,500 riel instead of 5,900 riel as the overtime payment and meal allowance for overtime work from 6:00 to 9:00 p.m.

According to the facts, the employer pays an overtime payment and a 2,000 riel meal allowance to workers for overtime work from 4:00 to 9:00 p.m. In total, the workers receive 5,900 riel. In this case, the workers demand an additional 600 riel on top of the 5,900 riel to reach 6,500 riel, as a reward for working long hours.

The Arbitration Council finds that the workers and the employer do not have an agreement or a collective agreement in relation to this demand. The Arbitration Council considers that the workers' demand is above what is required by the law, making this an interests dispute.

With respect to interests disputes, the Arbitration Council considers whether the disputant union has MRS. In previous arbitral awards, the Arbitration Council has declined to consider interests disputes if the union bringing the dispute to the Council does not hold MRS *(see Arbitral Awards 02/11-Pou Yuen, reasons for decision, issue 2 and 66/11-In Han Sung, reasons for decision, issue 1)*.

The Arbitration Council considers that having MRS gives a union the 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 this case, the Arbitration Council applies the abovementioned interpretation.

In order to hold MRS, a union must be registered and fulfil the other conditions stipulated in Article 277 of the Labour Law (1997).

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 provision, the Arbitration Council considers that if it issues an arbitral award to settle an interests dispute, the award will become a one-year collective agreement. Generally, a collective agreement must be applicable to all workers at the enterprise and the right to strike cannot be exercised for the purposes of revising an unexpired collective agreement *(see Arbitral Award 152/08-Wilson, reasons for decision, issue 2)*.

In this case, the Arbitration Council finds that the Local Union of FTUWKC represents 90 out of the total of 618 workers at the factory; it does not hold a certificate of MRS. Therefore, the Arbitration Council considers that the Local Union of FTUWKC does not have legal standing to resolve an interests dispute on behalf of all the workers at the factory.

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide an additional 600 riel for overtime work from 6:00 to 9:00 p.m.

Issue 2: The workers demand that the employer offer undetermined duration contracts to probationary workers following the completion of the probationary period of two months.

The Arbitration Council will consider whether the employer should offer undetermined duration contracts to probationary workers following the completion of the probationary period of two months.

Article 65 of the Labour Law provides that "[a] labour contract establishes working relations between the worker and the employer. It is subject to common law and can be made in a form that is agreed upon by the contracting parties."

Article 664 of the Civil Code of 2007 also defines an employment contract: "[a] contract of employment is formed by the promises of one party to perform services under employment, and another party to pay wages for it."

In this sense, Article 65 of the Labour Law and Article 664 of the Civil Code provide complementary definitions of the employment contract. In fact, Article 65 of the Labour Law determines that an employment contract is subject to the ordinary rules of contract formation.

Article 311 of the Civil Code states that: "[a] contract is the matching of intentions held by two or more parties to create, change or extinguish an obligation."

This means that a contract is formed when there is a meeting of the parties' intentions and the parties can use such intentions to modify and terminate their agreements.

Article 336 of the Civil Code specifies that a contract is formed when an offer and an acceptance thereof conform to each other.

This means that a contract is established when there is an agreement between the offeror and the acceptor. In this case, one party is the employer and the worker is the other.

Paragraphs one and three of Article 337 of the Civil Code state that "[a]n offer is an invitation to enter into a contract based on the offeror's intention to be legally bound by the other party's acceptance thereof. An acceptance is a declaration of intention agreeing to the terms of an offer."

Based on the aforesaid articles, the Arbitration Council considers that neither party to a contract can force the other party to accept the form, type and content of a contract inconsistent with latter's intention because the formation of the contract requires the matching of the two parties' intentions.

Point 1 of Article 342 of the Civil Code states that "[i]f the acceptor attaches a condition or any other modification to the acceptance, such purported acceptance shall be deemed a new offer. A contract shall be formed when the original offeror accepts such new offer."

The Arbitration Council considers that if the employer continues to employ the probationary workers after the expiration of the probationary contracts, the employer can convert their status to that of permanent workers by offering fixed or undetermined duration contracts.

According to the facts, the employer offers three month fixed duration contracts upon expiration of the two month probationary contracts. If a worker makes an acceptance in response to the employer's offer, a three month fixed duration contract is formed. In this case, the workers have an intention to continue the relationship with the employer under undetermined duration contracts. The Arbitration Council considers that the workers' acceptance does not conform to the employer's original offer because the workers request a different type of contract to that offered. Consequently, it is deemed a new offer to the employer which requires its acceptance in order for an undetermined duration contract to be formed. In this case, the employer does not accept the workers' new offer.

In this case, the workers cannot force the employer to accept their new offer if they are dissatisfied with the employer's offer of short term employment contracts; similarly, the

employer likewise cannot force the workers to conclude short term fixed duration contracts if they do not agree to it.

Thus, the Arbitration Council rejects the workers' demand that the employer convert the status of probationary workers to that of permanent workers by offering undetermined duration contracts following the completion of the probationary period of two months.

Issue 3: The workers demand that the employer provide an additional US$ 3 attendance bonus.

Point 1 of Notification No. 041/11 issued by the Ministry of Labour and Vocational Training dated 7 March 2011, states that: "[w]orkers 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".

Based on this notification, the employer must provide a monthly US$ 7 attendance bonus to workers if they attend work regularly in accordance with the number of working days in each month.

According to the facts, the employer has provided the US$ 7 attendance bonus in accordance with Notification No. 041/11. Thus, the Arbitration Council considers that the employer has complied with the said notification. However, the workers demand that the employer provide an additional US$ 3 on top of the US$ 7 to reach a total attendance bonus of US$ 10. The Arbitration Council finds that the workers and the employer do not have an agreement or a collective agreement in place in relation to this demand. The workers also have no legal basis in making this demand, making this an interests dispute (see the reasons for decision in issue 1 above).

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide an additional US$ 3 on top of the monthly US$ 7 attendance bonus.

Issue 4: The workers demand that the employer provide a monthly allowance for transportation or accommodation.

The workers demand that the employer provide a monthly US$ 10 transportation or accommodation allowance. They make this demand due to the increase in the cost of transportation and the price of consumer goods, making it difficult for them to meet their living expenses. [In the alternative,] the workers demand that the employer build housing for the workers and pay the electricity and water bills.

The Arbitration Council considers that the workers' demand has no basis in the terms of the Labour Law, an agreement, or a collective agreement. The demand is above what is

required in the Labour Law, making this an interests dispute (see the reasons for decision in issue 1 above).

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide a monthly US$ 10 transportation or accommodation allowance, and [the alternative demand] that the employer build a place for workers to stay and pay the electricity and water bills associated with that place.

Issue 5: The workers demand that the employer provide a US$ 5 incentive bonus.

The Arbitration Council finds that according to the facts in Arbitral Award 155/09-USA the employer provided an incentive bonus in proportion to the number of days worked. The practice was in effect for eight months and it ceased in February 2009. At that time, the workers demanded that the employer maintain the bonus on the basis of past practice. In this case, the workers demand that the employer provide a monthly US$ 5 incentive bonus and do not demand that the employer continue the practice set out in Arbitral Award 155/09. Thus, the Arbitration Council considers that the demand in this case is different to that in the said Arbitral Award.

The Arbitration Council will consider whether the employer is obliged to provide a monthly US$ 5 incentive bonus.

In this case, the Arbitration Council finds that the workers and the employer do not have an agreement or a collective agreement in place that obligates the employer to accommodate this demand. Thus, the demand is above what is required by the law, making this an interests dispute (see the reasons for decision in issue 1 above).

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide a monthly US$ 5 incentive bonus.

Issue 6: The workers demand that the employer provide an additional US$ 5 milk allowance to female workers following their return to work from maternity leave.

According to the facts, the employer has provided a monthly US$ 5 in lieu of setting up a day-care centre. The workers demand an additional monthly US$ 5 milk allowance on top of the said payment. The workers make this demand due to the increase in the price of milk formula. Thus, the Arbitration Council considers two issues: 1. Whether or not the employer is obliged to set up a day-care centre; and 2. Whether or not the employer is obliged to provide an additional US$ 5 milk allowance.

1. **Is the employer obliged to set up a day-care centre?**

   Article 186 of the Labour Law states:

> Managers of enterprises employing a minimum of one hundred women or girls shall set up, within their establishments or nearby, a nursing room and a day-care centre.
>
> If the company is not able to set up a day-care centre on its premises for children over eighteen months of age, female workers can place their children in any day-care centre and the charges shall be paid by the employer.

In Arbitral Award 81/09-Wonrex, reasons for decision, issue 3, the Arbitration Council ruled that:

> the employer is obliged to set up a breastfeeding room and a day care centre. If it is unable to so for children aged over 18 months, female workers can place their children in any external day-care centre and the associated charges will be paid by the employer based on actual receipts.

According to the facts, 592 female workers are working at the factory. Based on Article 186 of the Labour Law, the employer must set up a breastfeeding room and a day-care centre for the children of the female workers. If the employer is unable to do as required, female workers with children aged over 18 months can place their children in any external day-care centre and the employer must pay the charges based on receipts *(see Arbitral Award 81/09-Wonrex, reasons for decision, issue 3)*. Thus, the Arbitration Council considers that the employer is not obliged to provide a monthly US$ 5 payment for one year in lieu of a day-care centre.

2. Is the employer obliged to provide a US$ 5 milk allowance to female workers?

The Arbitration Council finds that the workers and the employer do not have an agreement or a collective agreement in place requiring the employer to provide a US$ 5 milk allowance. This demand is above what is required by the law, making this an interests dispute (see the reasons for decision in issue 1).

In conclusion, the Arbitration Council declines to consider the workers' demand that the employer provide an additional US$ 5 milk allowance on top of the existing US$ 5.

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 2: Reject the workers' demand that the employer convert the status of probationary workers to that of permanent workers by offering undetermined duration contracts following completion of the probationary period of two months.

Issue 6:

- Order the employer to set up a day-care centre for the children of female workers. If the employer is unable to do as required, female workers with children aged over 18 months can place their children in any external day-care centre and the employer must pay the charges based on receipts.
- Decline to consider the workers' demand that the employer provide an additional US$ 5 milk allowance on top of the existing US$ 5 allowance.

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 1: Decline to consider the workers' demand that the employer provide an additional 600 riel for overtime work from 6:00 to 9:00 p.m.

Issue 3: Decline to consider the workers' demand that the employer provide an additional US$ 3 on top of the monthly US$ 7 attendance bonus.

Issue 4: Decline to consider the workers' demand that the employer provide a monthly US$ 10 transportation or accommodation allowance, and [the alternative demand] that the employer build a place for workers to stay and pay the electricity and water bills associated with that place.

Issue 5: Decline to consider the workers' demand that the employer provide a monthly US$ 5 incentive bonus.

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: **You Suonty**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Tuon Siphann**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: .....