KINGDOM OF CAMBODIA

NATION RELIGION KING

ក្រុមប្រឹក្សាអាជ្ញារកណ្តាល

THE ARBITRATION COUNCIL

Case number and name: 42/09-River Rich Textile

Date of award: 30 April 2009

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRAL PANEL

Arbitrator chosen by the employer party: **Kao Thach**

Arbitrator chosen by the worker party: **Ven Pov**

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

DISPUTANT PARTIES

Employer party:

Name: **River Rich Textile Ltd. (the employer)**

Address: Prek Ta Pring Village, Sethbo Commune, S'ang District, Kandal Province.

Telephone: 016 706 168 Fax: N/A

Representatives:

1. Mr Tang Sunheng — Administrative Manager
2. Ms Chea Chariya — Administrative Assistant

Worker party:

Name: **Coalition of Cambodian Apparel Worker Democratic Unions (C.CAWDU)**
Local Union of C.CAWDU

Address: No. 6C, Street 467 S/K, Tuol Tompoung I, Chamkamorn District, Phnom Penh

Telephone: 012 988 623 Fax: N/A

Representatives:

1. Ms Meas Vanny — Officer of C.CAWDU
2. Mr Phin Sophea — President of the Local Union of C.CAWDU
3. Mr Cheuk Bunsan — Vice-President of the Local Union of C.CAWDU
4. Mr Seng Seang — Secretary of the Local Union of C.CAWDU

ISSUES IN DISPUTE

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

1. The workers demand that the employer increase the wages of skilled workers such as mechanics and group leaders. The employer will consider this issue based on the actual capacity of the workers.

2. The workers demand that the employer take responsibility for the theft of workers' motorbikes or bicycles from the factory. The employer will strengthen security but insists that the workers take care of their vehicles; each worker shall lock their own vehicle.

3. The workers demand that the employer reimburse fees for medical checks. The employer will follow the Labour Law, but existing workers have health certificates attached to their job application forms in accordance with the recruitment policy since 2004.

4. The workers demand that the employer pay full wages if there is no work to do during the first and second weeks of the month, and 50% of their wages if there is no work in the third and fourth weeks. In general, the employer has work for the workers to do. It always prepares a schedule for the workers to take their annual leave in November, December, and January of the following year based on the actual flow of production. If something unexpected happens, the union must cooperate with the employer.

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. 076 dated 10 May 2007 (Fifth 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. 111/09 KB/KN dated 17 March 2009 was submitted to the Secretariat of the Arbitration Council on 19 March 2009.

HEARING AND SUMMARY OF PROCEDURE

Hearing venue: The Arbitration Council, Phnom Penh Center, Building A, Sothearos Blvd., Tonle Bassac Commune, Chamkarmorn District, Phnom Penh

Date of hearing: 3 April 2009 at 2:00 p.m.

Procedural issues:

On 12 March 2009, the Department of Labour and Vocational Training of Kandal Province conducted a conciliation of the four issues in dispute, but none were resolved. The four non-conciliated issues were then referred to the Secretariat of the Arbitration Council on 19 March 2009 via non-conciliation report No. 111/09 KB/KN dated 17 March 2009.

Upon receipt of the case, the Secretariat of the Arbitration Council summoned the employer and the workers to a hearing and conciliation of the four non-conciliated issues, held on 26 April 2009 at 8:00 a.m. Both parties were present as summoned by the Arbitration Council, but the hearing was postponed until 3 April 2008 at 2:00 p.m. at the employer's request.

At the hearing, the Arbitration Council conducted a further conciliation of the four non-conciliated issues, resulting in issue 1 being withdrawn by the workers. The Arbitration Council will consider the remaining issues in dispute in this case, issues 2, 3 and 4, 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:

- River Rich Textile Ltd. was established in March 2004 and presently employs approximately 2274 workers, around 8% of whom own motorbikes and another 10% own bicycles.
- The Local Union of C.CAWDU is the claimant in this case.

- The union and the employer agree that the union has 1,550 members, based on union contribution fees deducted from the workers' wages.
- The union holds a certificate of most representative status (MRS), No. 1190 KB/VK dated 30 July 2007.

Issue 2: The workers demand that the employer take responsibility for the loss of their bicycles and motorbikes.

- The workers demand that the employer take responsibility for the loss of their bicycles and motorbikes, starting from the date that this award is issued.
- The workers stated at the hearing that the employer provides a parking lot close to the factory for the workers' bicycles and motorbikes. It has no security guard, leading to the loss of the bicycles and motorbikes. For instance, 14 workers lost their bicycles in 2008. The employer does not object to this claim.
- The employer stated at the hearing that, after negotiating with the workers on 18 November 2008, it increased the height of the low iron fence in the parking lot. From December 2008 the employer placed a security guard on duty for 30 minutes before lunch break, i.e. at 10:30 a.m., and 30 minutes before the end of working hours, i.e. at 4:00 p.m. From that time, the employer noted that no workers complained about the loss of their bicycles or motorbikes. However, it noticed that some workers did not lock their bicycles and motorbikes, and sometimes left their keys in the vehicles, leaving them vulnerable to loss.
- The workers claim that they are still worried because some have lost their vehicles since the iron fence was made higher and because the security guard is in only place for 30 minutes before lunch and 30 minutes before the end of the day, so they would not notice whether or not the workers' vehicles were missing.
- The employer states that it cannot meet the demand because it has made the fence higher and it provides a security guard for 30 minutes before lunch time and home time. The employer wants the workers to be careful and always lock their vehicles.

Issue 3: The workers demand that the employer reimburse medical check fees.

- The workers demand that the employer reimburse workers from 10,100 to 12,000 riel for medical check fees based on each worker's actual expenditure since 2004, because the employer is obliged to do so under the Labour Law. However, the workers did not say how many workers are demanding reimbursement for expenditure on medical check fees from 2004 to the present. The Arbitration Council

asked the workers to submit a list of the workers making this demand (with thumbprints or signatures) along with the dates of their health checks. The workers requested seven days to compile the list and on 10 April 2009 it provided a list of 345 workers. The Arbitration Council gave the employer until 21 April 2009 to respond but did not receive any objection letter from the employer.

- The employer stated at the hearing that since August 2008 it has paid for the medical checks of workers once they have completed their two month probationary contract. The workers did not object to this statement.
- The employer added that it cannot pay for the medical checks of former workers dating back to 2004 because according to the terms and conditions for recruiting workers at that time, the employer required those workers to obtain medical check certificates to enable them to work.
- The workers stated at the hearing that the employer requires the workers to complete a work test before employing them. The employer allows those who pass the test some time to have a health check and then selects a position for them within the factory. Therefore, the workers demand that the employer reimburse the cost of the medical check.

Issue 4: The workers demand that the employer pay their full wages if there is no work for them to do in the first and second weeks of the month and 50% of their wages in the third and fourth weeks.

- The workers demand that the employer pay their full wages if it has no work for them to do in the first and second weeks of the month and 50% of their wages in the third and fourth weeks from the date that the award is issued.
- The workers stated at the hearing that the employer prepares an annual leave schedule for each November, December, and January based on the flow of production and that the workers agree to take annual leave as directed by the employer. However, when the workers returned from their annual leave the employer told them that there was no work for them to do and directed them to take their remaining annual leave. The employer did not object to this statement.
- The workers allege that they took additional leave of three to 10 days. However, the employer stated that they only took an additional three to five days. The workers demand that the employer pay full wages for the first and second weeks because it cannot substitute annual leave for the time in which it has no work for them.

- Furthermore, the workers are worried about what will happen in the future. Thus, they demand that the employer pay 50% of their wages for the third and fourth weeks if it has no work for them to do. However, the employer denies having such long periods without work.

- The employer stated at the hearing that the reason it directed workers to take annual leave was that the rear section of the production line was stuck, leaving the front section without tasks to complete. The production sections include weaving, linking, fray trimming, lamp checking, ironing, sewing, checking and packaging. If the weaving section gets stuck, the workers in the linking section have nothing to do. If the linking section gets stuck, the workers in the trimming section have nothing to do. Therefore, the employer cannot pay the workers as demanded.

REASONS FOR DECISION

Issue 2: The workers demand that the employer take responsibility for the loss of their bicycles and motorbikes.

The workers demand that the employer take responsibility for the loss of their bicycles and motorbikes because the workers have lost their vehicles from the premises in the past.

The Arbitration Council considers that there is no provision in the Labour Law, a labour contract, the employer's Internal Work Rules or a collective agreement stipulating that the employer is responsible for the loss of the workers' bicycles and motorbikes. Therefore, the Arbitration Council considers that there are no clear grounds for this demand. According to the facts, the employer has welded the iron fence higher than before and has placed a security guard on watch. Therefore, the Arbitration Council considers that the workers' demand is above what is provided by the law and is thus an interests dispute.

The Arbitration Council finds that in general, only a union holding MRS can bring an interests dispute before it for resolution. In previous cases, the Arbitration Council has declined to consider interests disputes if the claimant union does not hold MRS within the enterprise *(see Arbitral Awards 81/04-Evergreen, reasons for decision, issue 4; 09/05-Kin Tai, reasons for decision, issue 2; 84/07-Yung Wah (Branch 2), reasons for decision, issue 1; 108/07-8 Star Sportswear, reasons for decision, issue 3; 135/07-Wilson, reasons for decision, issue 1; 14/08-Quicksew, reasons for decision, issue 3; and 101/08-GDM, reasons for decision, issue 3)*.

The Arbitration Council applies in this case the interpretation in previous cases that only the MRS union can bring interests disputes before it for resolution. In this case, the

Local Union of C.CAWDU is the MRS union, registered in certificate No. 1190 KB/VK dated 30 July 2007. Therefore, in accordance with Article 96(2)(b) of the Labour Law and Article 9, paragraph one of *Prakas* No. 305, the union has the legal capacity to make a collective agreement on behalf of all workers and union representatives at the enterprise. The Local Union of C.CAWDU has standing to bring an interests dispute before the Arbitration Council for resolution *(see Arbitral Awards 48/07-Eternity, reasons for decision, issue 2 and 17/08-Trinunggal Komara, reasons for decision, issue 2)*.

Article 312, paragraph two of the Labour Law stipulates that "[t]he Council of Arbitration legally decides on disputes concerning the interpretation and enforcement of laws or regulations or of a collective agreement. The Council's decisions are in equity for all other disputes."

Under Article 312, paragraph two of the Labour Law above, the Arbitration Council is authorised to decide based on equity for all other disputes.

According to the above facts, 14 workers lost their bicycles in 2008. On 18 November 2008, the employer welded a higher iron bar onto the fence and from December 2008, it stationed a security guard there at 10:30 a.m., which is 30 minutes before lunch, and at 4:00 p.m., which is 30 minutes before the end of the working day. From the day that the employer stationed a security guard, it noted that no workers complained of their bicycles and motorbikes going missing. The workers did not object to this statement. Therefore, the Arbitration Council considers that the employer has tried its best by facilitating and strengthening security and adding more measures to properly protect the workers' bicycles and motorbikes. Furthermore, the workers did not present any reliable evidence proving that it is reasonable and equitable that the workers should be entitled to this privilege in addition to the minimum privileges provided by law. Thus, based on the principle of equity, the Arbitration Council decides to reject the demand.

Therefore, the Arbitration Council decides to reject the workers' demand that the employer take responsibility for the loss of their bicycles and motorbikes.

Issue 3: The workers demand that the employer reimburse medical check fees.

The workers demand that the employer reimburse workers from 10,100 to 12,000 riel for medical check fees based on each worker's actual expenditure between 2004 and August 2008.

Therefore, the Arbitration Council will consider whether the workers are entitled to their demand that the employer reimburse their medical check fees based on the Labour Law, and for how many years the workers can demand that the employer reimburse the fees.

Are the workers entitled to demand that the employer reimburse their medical check fees based on Labour Law?

Article 247(c) of the Labour Law states:

> The Ministry in Charge of Labour shall issue a *Prakas* to determine:
>
> a) the conditions under which pre-employment, re-employment, periodical, and special physical exams are given.
>
> …
>
> b) the conditions under which employers are required to establish and provide at their expense:
>
> …
>
> 4) the medical exams of workers as stipulated in point a) of this article.

Although no relevant *Prakas* has yet been issued by the Ministry of Labour, the Arbitration Council considers that Article 247 of the Labour Law (1997) provides enough of a basis to conclude that the employer is obliged to pay the workers' medical check fees, including pre-employment checks.

In previous awards, the Arbitration Council has found that Article 247 of the Labour Law provides a sufficient basis to conclude that the employer is required to pay for the workers' pre-employment medical exams *(see Arbitral Awards 05/06-WND, reasons for decision, issue 1; 56/07-Golden Crown, reasons for decision, issue 2; 98/07-Sky Sino; 40/08-Supreme Garment, reasons for decision, issue 4; 52/08-Supreme Garment, reasons for decision, issue 1; and 136/08-Supertex, reasons for decision, issue 1)*.

The Arbitration Council applies its previous finding in this case that the employer is obliged by law to pay for the workers' medical exams.

For how many years' worth of medical exams do the workers have the right to demand reimbursement?

Article 120 of the Labour Law stipulates that "[t]he statute of limitation for a lawsuit for the payment of wages is three years from the date the wage was due".

Claims subject to the statute of limitation include claims for actual wage, perquisites and all other claims by the worker resulting from the labour contract, as well as the indemnity in the event of dismissal.

In accordance with Article 120, claims for the reimbursement of medical check fees arise from the Labour Law because it is a condition of the Labour Law that workers must provide medical check certificates and the right to judicial recourse in relation to the claim is

limited to three years. Thus, the Arbitration Council considers that the right to judicial recourse for claims for reimbursement of medical check fees is limited to a three year period.

Therefore, the Arbitration Council will consider when the three year period commenced in this case.

In Arbitral Awards 61/07-M & V (Branch 3) and 93/07-Global Footwear, the Arbitration Council found:

> Under Article 120 of the Labour Law, the statute of limitation for a lawsuit for the payment of wages, including lawsuits for the payment of medical check fees, is three years from the date the benefits are due, which can be the date of signing the labour contract, or the date that the workers start work, or the date that the workers get their wages.

In Arbitral Award 50/06-WND, the Arbitration Council held:

> For workers who have spent 10,100 riel of their own money on physical exams so as to obtain a medical check certificate to apply for a job, the period shall commence on the day the contract is signed because this is when the employment relationship starts, although paragraph two of Article 120 of the Labour Law does not specify this clearly.

In this case, the Arbitration Council agrees with the interpretation in the cases above that the statute of limitation for the payment of pre-employment medical check fees is three years from the date the labour contract is signed or the date on which the workers commence work. Where the workers undergo health checks during employment, the statute of limitation is three years from the date the expense was incurred.

In this case, the workers claim that the employer gave them some time to undergo medical checks after they passed their interviews. The Arbitration Council considers that these medical checks were conducted after the workers commenced work and that they paid the fees on their own. Therefore, the Arbitration Council considers that in this case the statute of limitation is three years from the date the workers had their health checked, when the expense was incurred.

Based on the findings of fact, the Arbitration Council considers that the Local Union of C.CAWDU submitted a complaint to the Department of Labour and Vocational Training of Kandal Province on 5 March 2009. Therefore, only those workers who underwent and paid for health checks on or after 5 March 2006 up until 5 March 2009 are entitled to demand that the employer reimburse them. This is because the three year limitation is counted back from 5 March 2009, the day on which the workers filed the complaint against the employer

regarding reimbursement of medical check fees. However, in this case the workers agreed at the hearing that since August 2008 the employer has paid the fees for medical checks. Therefore, only workers who had their health checked between 5 March 2006 and August 2008 and paid the fees themselves are entitled to demand that the employer reimburse them from 10,100 riel to 12,000 riel for the medical checks based on their actual expenditure.

At the hearing, the workers submitted a list of 49 workers who have not been reimbursed for medical check fees. Further, on the due date of 10 April 2009 the workers submitted to the Arbitration Council a list of 345 workers demanding that the employer reimburse them for medical check fees. The employer did not object to the number of workers in either of the two lists. Based on the second list, the Arbitration Council finds that 223 workers had their health checked between 5 March 2006 and August 2008, 142 of whom provided thumbprints.

Therefore, the Arbitration Council orders the employer to reimburse between 10,100 riel and 12,000 riel for medical check fees to the 142 workers who provided thumbprints and used their own money to pay for medical checks between 5 March 2006 and August 2008, based on actual expenditure (see the list of the 142 workers attached to [the Khmer] award).

Issue 4: The workers demand that the employer pay their full wages if there is no work for them to do in the first and second weeks of the month and 50% of their wages in the third and fourth weeks.

In this case, the employer prepared an annual leave schedule based on its production cycle and the workers agreed to take their annual leave at the set time. However, when the workers returned after taking annual leave as directed by the employer, they were told to take additional leave which would be deducted from their remaining annual leave.

The Arbitration Council will consider whether the employer is entitled to direct the workers to take additional days off to be deducted from their remaining annual leave, whether the workers are entitled to demand that the employer pay their full wages when it has no work for them to do for three to 10 days (the first and second weeks), and whether the workers are entitled to demand that the employer pay 50% of their wages in the event that the employer has no work for them to do for longer periods (the third and fourth weeks) in the future.

Is the employer entitled to direct the workers to take additional days off to be deducted from their remaining annual leave?

Article 166 of the Labour Law states:

> Unless there are more favourable provisions in collective agreements or individual labour contracts, all workers are entitled to paid annual leave to given by the employer at the rate of one and a half work days of paid leave per month of continuous service.
>
> Any worker who has not worked for two continuous months is entitled, at the termination of his labour contract, to compensation for paid leave calculated in proportion to the amount of time he worked in the enterprise.

Based on Article 166 above, all workers shall be entitled to annual leave paid by the employer.

In this case, the employer states that each year it prepares a schedule for the workers to take paid annual in November, December and January of the subsequent year based on its production cycle and the workers agree to take their annual leave as directed. However, in this case upon returning from annual leave the workers were told to take additional leave which would be deducted from their remaining annual leave. The Arbitration Council considers that it is inappropriate and inconsistent with the Labour Law for the employer to direct the workers to take additional leave to be deducted from their annual leave.

Article 170, paragraph one of the Labour Law stipulates that "[i]n principle, annual leave is normally given for the Khmer New Year unless there is a different agreement between the employer and the worker."

In accordance with Article 170 of the Labour Law above, the Arbitration Council considers that the taking of annual leave must be subject to agreement between the employer and the worker.

Therefore, the Arbitration Council decides that the employer must cease directing the workers to take leave which is deducted from their remaining annual leave without the workers' consent.

Are the workers entitled to demand that the employer pay their full wages when it has no work for them to do for three to 10 days (the first and second weeks of the month)?

Work suspensions must be carried out in accordance with Article 71(11) of the Labour Law as follows:

> When the enterprise faces a serious economic or material difficulty or any particular unusual difficulty, which leads to a suspension of the enterprise

> operation. This suspension shall not exceed two months and [shall] be under the control of the Labour Inspector.

Article 72(1) of the Labour Law states:

> The suspension of a labour contract affects only the main obligations of 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 Arbitration Council considers that the Labour Law permits the employer to suspend the workers' labour contracts, but the employer must notify the Labour Inspector and indicate the reasons for and duration of the suspension. Therefore, generally the employer must notify the Department of Labour Inspection which will examine and clarify the situation. This is because the Labour Inspector is obliged to examine and to give advice on the employer's application for labour suspension to ensure that it is in fact experiencing economic difficulty. Therefore, if the employer follows the procedure for employment suspension under the Labour Law, subject to the Labour Inspector's examination, it is not obliged to pay the workers. However, if the employer does not follow the procedure in the Labour Law for employment suspension it is obliged to pay full wages even if there is no work for the workers to complete.

In previous cases, the Arbitration Council has ruled that if an employment suspension complies with Article 71(11) of the Labour Law, the workers are not entitled to payment during the suspension. The Arbitration Council has also held that if the employer has no work for the workers to complete but it does not suspend their contracts in accordance with Article 71(11) of the Labour Law, it is obliged to pay full wages (s*ee Arbitral Awards 21/03-Loyal, reasons for decision, issue 8; 01/04-New Point; 46/04-M & A, reasons for decision, issue 1; 60/06-New Max; 27/08-Archid, reasons for decision, issue 6; 28/08-FineGis, reasons for decision, issues 1 and 2; and 53/08-Yung Wah (Branch 1), reasons for decision, issue 1).*

In this case, the employer directed the workers to take additional leave, to be deducted from their remaining annual leave. The employer did not notify the Labour Inspector of a work suspension and did not obtain a letter from the Labour Inspector granting permission for a work suspension for the period that the employer had no work for the workers to do. Therefore, the Arbitration Council considers that the employer did not comply with Article 71(11) of the Labour Law governing work suspension. Therefore, it is obliged to pay the workers' full wages.

Clause 34 of *Prakas* No. 099 SKBY on the Arbitration Council dated 21 April 2004 stipulates that "[w]ithin the limitations of the Labour Law and this *Prakas*, [the Arbitration

Panel] has the power and authority to provide any civil remedy or relief which it deems just and fair, including…orders to cease immediately any other illegal or prohibited conduct".

However, in this case the workers do not demand that the employer back pay their wages for the past period in which it had no work for them to complete. They only demand payment as of the date this award is issued.

Therefore, the Arbitration Council orders the employer to immediately cease any action that forces the workers to take leave which is then deducted from their annual leave and to implement any work suspension in accordance with the Labour Law when it has no work for the workers to complete in the future.

Thus, the Arbitration Council orders the employer to pay the workers' full wages when it has no work for them to complete for one or two weeks unless it implements a work suspension in accordance with the Labour Law.

Are the workers are entitled to demand that the employer pay 50% of their wages in the event that the employer has no work for them to do for longer periods (the third and fourth weeks) in the future?

In this case, the workers state that they have never faced a work shortage of longer than three or four weeks and so this demand relates to the future. The Arbitration Council will consider the evidence relating to this demand.

In relation to this issue, the Arbitration Council agrees with the finding in previous cases that no one can predict what will happen in the future, i.e. whether or not the problem will arise, where and when it will happen, which workers will be affected, including their names, groups, sections and how many of them there are, or how many days that the employer will have no work for the workers to do (s*ee Arbitral Award 68/04-City New, reasons for decision, issue 4; 36/06-Mondotex, reasons for decision, issue 5; 58/07-8 Star Sportswear, reasons for decision, issue 1; and 141/08-Bloomtime, reasons for decision, issue 3).*

Therefore, the Arbitration Council declines to consider the workers' demand that the employer pay 50% of the workers' wages for longer periods in the future in which it has no work for them to do, i.e. three or four weeks.

Based on the above facts, legal principles, and evidence, the Arbitration Council decides as follows:

Issue 2: Reject the workers' demand that the employer take responsibility for the loss of their bicycles and motorbikes.

Issue 3: Order the employer to reimburse between 10,100 riel and 12,000 riel for medical check fees to the 142 workers who provided thumbprints and used their own money to pay for medical checks between 5 March 2006 and August 2008, based on actual expenditure (see the list of the 142 workers attached to [the Khmer] award).

Issue 4:

- Order the employer to pay the workers' full wages when it has no work for them to complete for one or two weeks unless it implements a work suspension in accordance with the Labour Law.
- Decline to consider the workers' demand that the employer pay 50% of the workers' wages for longer periods in the future in which it has no work for them to do, i.e. three or four weeks.

Type of award: non-binding award

This award of the Arbitration Council 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: **Kao Thach**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Ven Pov**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: .....