



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

**ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល**

**THE ARBITRATION COUNCIL**

**Case number and name: 57/11-Cambo Advertising**

**Date of award: 24 June 2011**

### **ARBITRAL AWARD**

(Issued under Article 313 of the Labour Law)

#### **ARBITRAL PANEL**

Arbitrator chosen by the employer party: **Mar Samborana**

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

Chair Arbitrator (chosen by the two Arbitrators): **Kong Phallack**

#### **DISPUTANT PARTIES**

##### **Employer party:**

Name: **Cambo Advertising (the employer)**

Address: Village No.3, Svay Rolom, Sa Ang District, Kandal Province

Telephone: 012 211 126                      Fax: N/A

Representatives:

1. Mr Yin Sophy                      Lawyer

##### **Worker party:**

Name: **Cambodian Labour Confederation (CLC)**

##### **Local Union of CLC**

Address: Village No.3, Svay Rolom, Sa Ang District, Kandal Province

Telephone: 012 868 309                      Fax: N/A

Representatives at the first hearing:

1. Mr Earn Kimhun                      Dispute resolution officer of CLC
2. Ms Art Bunlyda                      Dispute resolution officer of CLC
3. Mr Nhem Pao                      President of the Local Union of CLC
4. Mr Se Sin                      Workers' representative
5. Mr Nop Sambath                      Workers' representative
6. Mr Seurn Chan                      Worker

7. Mr Srun Channa Workers' representative
8. Mr Long Vanthy Worker

Representatives at the second hearing:

1. Mr Earn Kimhun Dispute resolution officer of CLC
2. Ms Art Bunlyda Dispute resolution officer of CLC
3. Mr Nhem Pao President of the Local Union of CLC
4. Mr Ban Mengla Worker
5. Mr Se Sin Workers' representative
6. Mr Seurn Chan Worker
7. Mr Phan Bunthoeun Workers
8. Mr Tim Chanty Worker

### **ISSUES IN DISPUTE**

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

1. The workers demand that the employer reinstate the 55 workers and provide them with back pay from the date of their dismissal to the date of reinstatement.
2. The workers demand that the employer comply with the agreement, dated 15 March 2006, that requires the workers to submit their curriculum vitas to the employer before they can work for the employer. The workers contend that even though they have submitted the curriculum vitas, the employer has not reinstated the workers.
3. The workers demand that the employer refrain from preventing them to establish a union and discriminating against the union.
4. The workers demand that the employer provide seniority bonus to the workers whom the employer has dismissed.
5. The workers demand that the employer make contribution to the National Social Security Fund (NSSF) for all the workers.

### **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. 181/11 KB/KN dated 5 May 2011 was submitted to the Secretariat of the Arbitration Council on 10 May 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:** First hearing: 24 May 2011 at 8:30 a.m.  
Second hearing: 2 June 2011 at 8:30 a.m.

#### **Procedural issues:**

The Department of Labour Disputes of Kandal Province set a conciliation session of the abovementioned five issues on 28 April 2011, but the employer sought to postpone the session and did not specify when the conciliation session should be held. The conciliators invited the two parties to attend the second conciliation session on 3 May 2011.

On 3 May 2011, the workers attended the second conciliation session and the employer was absent with no specified reason. Thus, the conciliators decided to proceed with the session in the absence of the employer. As a result, none of the five issues were resolved. The workers requested the conciliators to forward these five issues to the Arbitration Council. The five non-conciliated issues were referred to the Secretariat of the Arbitration Council on 10 May 2011 via non-conciliation report No. 181/11 KB/KN dated 5 May 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 five non-conciliated issues, held on 24 May 2011 at 8:30 a.m. (first hearing) and on 2 June 2011 at 8:30 a.m. (second hearing).

Both parties were present at both hearings. The Arbitration Council conducted a further conciliation of the five issues, resulting in none of the issues being resolved.

Normally, parties who appear before the Arbitration Council have the right to either a binding or non-binding award, regardless of whether the issues give rise to interests or rights disputes. However, in the Memorandum of Understanding On Improving Industrial Relations in the Garment Industry (MoU) signed by the Garment Manufacturers Association in Cambodia (GMAC) and six leading union confederations on 28 September 2010, the signatories agreed to submit rights disputes to binding arbitration. The signatories are still able to choose either binding or non-binding awards of interests disputes.

In this case, as the employer was not a signatory to MoU, both parties are not bound to comply with it. For this reason, they could choose either binding or non-

binding arbitration. The employer chose non-binding arbitration of both rights and interests disputes.

The Arbitration Council will consider the issues in dispute 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 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:**

- Cambo Advertising employs a total of 130 workers. There is no union in the company.
- 55 workers are the claimants in this case and they authorise CLC to represent them through an authorisation letter dated 7 March 2011.
- The workers held an election for union leadership on 13 February 2011 on the premises of the company located at Village No.3, Svay Rolom, Sa Ang District, Kandal Province. 28 workers attended the election.
- The workers notified the employer of the election result on 28 February 2011. The workers submitted the notification acknowledged by Eng to the Arbitration Council. The elected union leaders were: Nhem Pov, the president, Nob Sambath, the vice-president, and Se Sin, the secretary. Srun Channa was elected treasurer.
- On 11 March 2011, the workers received an acknowledgment receipt of application for union registration from the Department of Labour Disputes.
- On 28 March 2011, the Department of Labour Disputes rejected the workers' application for union registration because the employer made an objection to their application through a letter dated 25 March 2011. In this letter, the employer claimed that Yem Pov, Nop Sambath, Se Sen, and Srun Channa were involving in the criminal complaint at the court of Kandal Province.

**Issues 1, 2, and 4: the workers demand that the employer reinstate the 55 workers and provide them with back pay from the date of their dismissal to the date of reinstatement. Otherwise, the workers demand that the employer pays them a termination payment in accordance with the law, and comply with the agreement dated 15 March 2011.**

**Facts relating to the 55 workers**

- The 55 workers hold undetermined duration contracts.
- The employer claims that the 55 workers failed to comply with the agreement dated 15 March 2011. Therefore, the employer dismissed them for desertion.
- The workers demand that the employer implement that agreement by reinstating the 55 workers.

**Facts of 6 March 2011 at 7:00 a.m.**

- Rim Phany, the employer's representative, asked the 55 workers who were the union members, "Please stand aside if you are the union members." They moved aside and said they all were the union members.
- The 55 workers made a claim for some benefits, including permission to take Sundays off.
- On Sunday of 6 March 2011, Rim Phany announced that anyone could take the job or leave it. The 55 workers maintained their demands and left the workplace for home. Other workers who were not the union members returned to work.
- The Arbitration Council summoned Rim Phany to the hearing. He testified that, "On 6 March 2011 at 7:00 a.m. I did in fact ask those who were the union members to stand aside. I did not know what the union was and did so just to make a report to the employer". He went on that, "On 6 March 2011, the 55 workers did go home after having made some claims".

**Facts of 7 March 2011**

- The 55 workers returned to work, but the employer did not allow them to enter the workplace. Consequently, they staged a three-day strike in front of the company until 10 March 2011.

**Facts of 10 March 2011**

- The employer allowed the 55 workers to enter the workplace.

- At noon, the employer paid outstanding wages of two months and five days for January and February and of five days for March. At the payment of these unpaid wages, the employer required them to affix their thumbprints on pay slips.
- After receiving the outstanding wages, they worked for two hours before the employer ask them to resubmit their curriculum vitas for reemployment. They came out to stage a strike. The employer's representative requested the workers to hold a negotiation at the Department of Labour and Vocational Training of Kandal Province.

#### **Facts of 15 March 2011**

- The employer held a negotiation with the workers at the Department of Labour and Vocational Training of Kandal Province.
- The representatives of the 55 workers reached an agreement with the representatives of the employer, in which point 5 of the agreement read:

The employer agrees to allow the 55 workers to go to their homelands to prepare their curriculum vitas attached with their Khmer identification cards by 30 April 2011. They can attach copies of their original birth certificates and family books if they do not have Khmer identification cards. If they lose their birth certificates, family books, or Khmer identification cards, they can attach the proof of identity issued by a local police officer. If they cannot fulfil any of the conditions mentioned above, the employer will not reinstate them. The workers are entitled to file a complaint to the Department of Labour and Vocational Training of Kandal Province if they have submitted proper curriculum vitas, but have not been reinstated. The agreement reached between both parties before the conciliator is a valid agreement that binds them to abide by from the date of signature.

#### **Facts from 18 to 21 March 2011**

- Yem Pov gave curriculum vitas of 41 workers to Rim Phany. Rim Phany sent 15 proper curriculum vitas (attached with required documents) to the employer for review.
- The other 14 workers did not hand in their curriculum vitas.
- The Arbitration Council summoned Rim Phany to the hearing. He testified that, "I received many curriculum vitas from Yem Pov, but I could not recall how many curriculum vitas I had received from him. I did not acknowledge receipt of the curriculum vitas. I confirmed that Yem Pov was the one who delivered the curriculum vitas. I sent 15 curriculum vitas with supporting documents (i.e. Identification cards, or family book, and photographs) to the employer. I wanted to send more to the employer, but Yem Pov requested to withdraw the rest curriculum vitae. I could not

recall the number of curriculum vitae that had been withdrawn. 55 workers are required to submit their curriculum vitae.”

- The Arbitration Council summoned Som Chanseab to provide his testimony in relation to receipt of the curriculum vitae. He testified that, “Yem Pov was the one who submit the curriculum vitae. 15 curriculum vitae were submitted to the employer. The rest of them were withdrawn by Yem Pov. I did not give Yem Pov the rest curriculum vitae in person, but through a secretary at the office located at Svay Rolom.
- The Arbitration Council summoned Seang Ra to provide his testimony in relation to receipt of the curriculum vitae. He testified that, “I told Yem Pov through mobile phone that only curriculum vitae with photographs (referred to identification cards) would be sent to the employer. The rest would not. I told Yem Pov to get back those with photographs. I could not recall the number of remaining curriculum vitae. Yem Pov did not submit them again.

#### **Facts of 22 March 2011**

- Yem Pov claimed that the 41 workers returned to work and worked for one hour before they were informed that 15 workers with proper curriculum vitae. However, they were required to sign new contracts.

#### **The workers’ arguments**

- The workers demand that the employer reinstate the 55 workers even though the 14 workers have not submitted their curriculum vitae in accordance with the agreement (the 41 workers have already submitted their curriculum vitae).
- The workers maintain their position. Otherwise, the employer must pay a termination payment, including compensation in lieu of prior notice, damages, indemnity for dismissal, payment in lieu of annual leave, and outstanding wages.
- Yem Pov commenced work on 1 November 1999, Nop Sambath on 1 September 2010, Soung Channa on 1 August 2010, Sun Nara on 6 November 2008, Erk Dara on 1 April 2010. The employer has paid wages of two months and five days for January and February, and wages of five days for March. Other benefits have not been paid.
- According to the statements submitted by the workers on 2 June 2011, the workers claim that the dismissal of the 55 workers is motivated by union discrimination.

#### **The employer’s arguments**

- The employer maintains its refusal to reinstate the 55 workers because the employer claims that they have failed to fulfil their obligation under the agreement dated 15

March 2011. The employer claims that it did not dismiss them, but rather they abandoned their work.

**Facts relating to back pay of the 55 workers' wages**

- The workers demand that the employer provide the 55 workers back pay of their monthly wages from the date of their dismissal (6 March 2011) to the date of reinstatement.
- The employer argues that the absence of the 55 workers during the time they were required to prepare their curriculum vitae qualifies as suspension of employment contract. Thus, the employer is not required to provide back pay of their wages.
- The workers went on strikes from 6 to 10 March 2011 and from 11 to 15 March 2011 (according to the statements of CLC dated 2 June 2011).
- On 22 March 2011, the 41 workers returned to work and worked for one hour before they were informed that 15 workers with proper curriculum vitae would be rehired. However, the 15 workers were required to sign new contracts.

**Issue 3: The workers demand that the employer refrain from preventing them to establish a union and discriminating against the union.**

- The workers claim that the employer told them that it would not allow establishment of a union in the company after it was notified of the creation of a union on 28 February 2011. If any workers applied for membership of the union, they would resign from work or be dismissed. The 55 union members were dismissed on 10 March 2011 after the employer was notified of their membership. Through a letter dated 25 March 2011, the employer lodged an objection to the application of union registration, claiming that the union leaders were involved in a complaint at the prosecution office of Kandal province.
- The employer denied allegations of union discrimination, arguing that it just did not allow the establishment of union in the company and did not allow the workers to use the company's name to establish a union. The employer did not allow the union to use the company's address. The employer argues that the workers could establishment a union with no activity in the company. The employer claims that Article 279 of the Labour Law has already protected the freedom of association.
- The workers claim that the employer interfered the union affair by threatening those who wanted to apply for the union membership and sending people to attempt to disband the union on 6 March 2011.



- The employer objected to the workers' claim, arguing that Article 280 of the Labour Law limits acts of interference to only imposing a union under the influence of employer through financial means.

**Issue 5: The workers demand that the employer make contribution to the National Social Security Fund (NSSF) for all the workers.**

- The employer claims that this issue was not collective as it did not concern the working conditions and the claimant should be NSSF and not the workers. The employer claims that NSSF could take actions against the employer if it refused to make contribution to NSSF. The employer claims that enforcement of the law was under jurisdiction of the court and not the Arbitration Council.
- The workers claim that this issue was collective as this contribution would allow them to pay for treatment fees incurred by work-related accident. The workers further claim that the employer had not paid for treatment fees incurred by previous work-related accidents. The workers claim that a worker suffered from a work-related accident and had to receive treatment for 6 to 7 months with US\$ 500 of treatment fees. The employer paid him back only US\$ 300. As a result, that worker resigned. The workers did not mention his name and the date that the accident occurred.

**REASONS FOR DECISION**

**Issues 1, 2, and 4: the workers demand that the employer reinstate the 55 workers and provide them with back pay from the date of their dismissal to the date of reinstatement. Otherwise, the workers demand that the employer pays them a termination payment in accordance with the law, and comply with the agreement dated 15 March 2011.**

The Arbitration Council considers this issues as follows:

The Arbitration Council decides to combines issues 1, 2, and 4 as they concern reinstatement.

**Case of representation of the workers**

In this case, the Arbitration Council finds that the Local Union of CLC has not been formally registered. The Arbitration Council considers whether this union can represent their members.

Article 268 of the Labour Law states:

In order for their professional organisation to enjoy the rights and benefits recognised by this law, the founders of those professional organisations must file their statutes and list of names of those responsible for management and administration, with the Ministry in Charge of Labour for registration. All

requests for registration shall be appended with the statement of constitution of the organisation.

If the Ministry in Charge of Labour does not reply within two months after receipt of the registration form, the professional organisation is considered to be already registered.

The Arbitration Council considers that Article 268 means that a professional organisation can enjoy the rights and benefits recognised by the Labour Law unless it has been registered with the Ministry in charge of labour.

In this case, the Local Union of CLC has not been formally registered. Therefore, this union cannot represent its members. According to Article 268 of the Labour Law, this union cannot enjoy the rights and benefits under the Labour Law.

In previous arbitral awards, the Arbitration Council has ruled that the said rights and benefits include the right to represent its members in bringing a dispute before the Arbitration Council (*see Arbitral Awards 62/06-Quicksew, reasons for decision, issue 2; 30/08-E Garment, reasons for decision, issue 1; 31/08-South Bay, reasons for decision, issue 1; 120/09-Reliable; 161/09-Prek Treng; 127/10-Meng Yan*).

Therefore, the Local Union of CLC does not have legal standing to bring a dispute on behalf of its members to the Arbitration Council.

However, Clause 19 of Prakas 099 dated 21 April 2004, states:

A party may appear before the arbitration 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 any other person expressly authorized in writing by that party.

In this case, the 55 workers have authorised the Local Union of CLC to represent them through a letter dated 7 March 2011. Therefore, this union can represent the 55 workers.

#### **Case of reinstatement**

According to the facts, the employer believes that the 55 workers have abandoned their work because they have failed to comply with the agreement by not submitting their curriculum vitae.

The Arbitration Council considers whether failure to comply with the agreement amounts to abandonment of work.

Point 5 of the agreement states, "...The employer agrees to allow the 55 workers to go to their homelands to prepare their curriculum vitas attached with their Khmer

identification cards by 30 April 2011. They can attach copies of their original birth certificates and family books if they do not have Khmer identification cards...”

The employer states that it will not allow the workers who have not complied with the agreement to return to work, and determines that they have abandoned their work. The Arbitration Council considers that the employer’s determination is improper. The Arbitration Council considers that the term “abandonment of work” is acts arising from the workers’ intention of not wanting to resume employment with the employer.

According to the facts, the workers want to resume their employment, but the employer does not accept those who have not submitting new curriculum vitae. The Arbitration Council considers that submitting new curriculum vitae is a condition of rehiring. The Arbitration Council rules that not resuming the workers’ employment by the employer has not amounted to abandonment of work.

According to the facts, the 55 workers are the union members and the union applied for registration on 11 March 2011.

Article 293 of the Labour Law states, “The dismissal of a shop steward or a candidate for shop steward can take place only after authorisation from the Labour Inspector...”

Clause 4 of Prakas 305 dated 22 November 2001, states:

From the time of applying for union registration, all workers that are union founders or all workers that voluntarily joined the membership of the union while asking for registration, also receive protection like a worker delegate. This protection lasts for 30 days after the date of union registration...In order to receive this protection, the union shall notify the employer of the names of people receiving protection by official means. A copy of this information shall be sent to the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation.

Based on this provision, the Arbitration Council rules that founders or workers who voluntarily join the membership of the union must receive protection lasting for 30 days after the date of union registration.

In previous arbitral awards, the Arbitration Council has ruled that,

*...that workers can receive special protection as long as: 1) [the worker is] the type of workers entitled to receive special protection, 2) the dismissal is made within the special protection period and 3) the union has notified the employer of the candidates [entitled to special protection] through all reliable means (see Arbitral Awards 50/05-Fortune Garment, reasons for decision, issue 1; 64/05-Chain Hwey, reasons for decision, issue 1; 07/06-Dai Young,*

reasons for decision, issue 1; 09/06-Grand Diamond City, reasons for decision, issue 1; 148/07-Pay Her, reasons for decision, issue 1)

According to the facts, the 55 workers are the type of workers specified in *Prakas* 305. Thus, the first condition is met. The workers applied for union registration on 11 March 2011 and the 55 workers were dismissed on 22 March 2011. It was 11 days upon the registration was applied, which was within the protection period. Thus, the second condition was met. According to the facts, the workers notified the employer of the elected candidates in the election on 28 February 2011 and a staff member Eng signed to accept this notification. On 6 March 2011, the employer distinguished union members and non-union members. Moreover, the employer made an objection to the union registration with the Department of Labour. The Arbitration Council rules that the employer is aware of the number of union members. Thus, the third condition is fulfilled.

In accordance with the law, the employer must seek authorisation from the Labour Inspector first before dismissing the protected workers. In this case, since the employer has failed to do so, the Arbitration Council orders the employer to reinstate the 55 workers and provide them with back pay from the date of their dismissal to the date of reinstatement.

**Issue 3: The workers demand that the employer refrain from preventing them to establish a union and discriminating against the union.**

In this case, the Arbitration Council considers whether the employer prevents the workers from establishing a union amounting to discrimination.

Article 12 of the Labour Law states, “no employer shall consider on account of: membership of workers' union or the exercise of union activities...to be the invocation in order to make a decision on... discipline or termination of employment contract.”

Article 279 of the Labour Law states:

Employers are forbidden to take into consideration union affiliation or participation in union activities when making decisions concerning recruitment, management and assignment of work, promotion, remuneration and granting of benefits, disciplinary measures and dismissal.

Based on these articles, the Arbitration Council rules that the employer are forbidden to take into consideration union affiliation or participation in union activities when making decisions concerning disciplinary measures and dismissal.

In this case, the workers claim that the employer discriminates against them and prevents them from establishing a union.

In previous arbitral awards, the Arbitration Council has ruled that the claimant has borne the burden of proof (see *Arbitral Award 123/07-E Garment, reasons for decision, issue 1*; *148/07-Pay Her, reasons for decision, issue 1*).

In relation to allegations of union discrimination, the Arbitration Council considers arguments in the hearing and examines evidence relevant to the case in order to determine whether or not there is discrimination (see *Arbitral Award 17/07-Charm Textile, reasons for decision, issue 1*; *148/07-Pay Her, reasons for decision, issue 1*).

The Arbitration Council applies these ruling in this case. In this case, the workers have presented some facts to prove the claim of union discrimination in relation to the establishment of a union. The employer acknowledges the fact that it does not allow the establishment of the union and the union activity in the company. In fact, on 6 March 2011, Rim Phany, the employer representative, identified the union members by asking them to stand aside.

As of the hearing date, the employer admits that only the 55 workers are required to submit new curriculum vitae; and the employer has dismissed only them.

The Arbitration Council determines that the employer's actions show that it has applied different practice to the union members and the non-union members. This practice shows that the employer has discriminated against the union, violating Articles 12 and 279 of the Labour Law. Therefore, the Arbitration Council rules that discrimination exists in relation to the establishment of the union. The Arbitration Council orders the employer to immediately refrain from discriminating against the workers by preventing them to establish a union.

**Issue 5: The workers demand that the employer make contribution to the National Social Security Fund (NSSF) for all the workers.**

Before turning to this issue, the Arbitration Council considers whether the Council is competent to resolve this issue.

Article 3 of the Law on Social Security Scheme for Persons defined by Provisions of the Labour Law, states, "The Social Security Schemes prescribed by this law shall be under the Management of the National Social Security Fund. This National Social Security Fund has its acronym "NSSF"

Article 31 of the same law states:

Dispute or complaint relating to the implementation of the provisions and regulations concerning social security schemes between NSSF member, employer and NSSF that cannot be solved through conciliation by the Committee for Conciliation of Dispute or Complaint of the NSSF shall be under the authorization for a court of law, which the NSSF member or

employer live in. The Minister in charge of Social Security shall issue Prakas determining the composition and formulation of the Committee for dispute settlement of the NSSF.

Clause 1 of *Prakas 177* on the composition and functioning of the committee for dispute settlement or complaint of NSSF, states:

A committee for dispute settlement or complaint of NSSF will be established to resolve a dispute or complaint relating to the application of provisions and social security regulations among members of NSSF, employers, and NSSF.

Based on Article 31 and Clause 1, the Arbitration Council finds that a dispute between the employer and NSSF must be resolved by the committee for dispute settlement and, if unsuccessful, it will be forwarded to the court.

In this case, the workers demand that the employer make contribution to NSSF. According to Article 31 and Clause 1 mentioned above, it is a dispute between the employer and NSSF when the employer fails to make contribution to NSSF; and it will be resolved by the committee for dispute settlement and, if unsuccessful, be forwarded to the court. Thus, the Arbitration Council rules that the Council has no jurisdiction over the issue concerning the application of provisions of the Law on Social Security.

In conclusion, the Arbitration Council declines to consider the workers' demand.

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

#### **DECISION AND ORDER**

##### **Part I. Rights disputes:**

**Issue 3:** Order the employer to pay workers the overtime meal allowance on Saturday of each week.

**Issue 6:** Order the employer to deduct from the attendance bonus in proportion to the number of days of authorised leave taken.

##### **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 disputes:**

**Issue 5:** Decline to consider the workers' demand that the employer provide a monthly US\$ 10 transportation and accommodation allowance to each worker.

**Issue 7:** Decline to consider the workers' demand that the employer provide an additional monthly US\$ 5 attendance bonus on top of the existing attendance 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: **Ing Sothy**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Tuon Siphann**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: .....