



KINGDOM OF CAMBODIA
NATION RELIGION KING

ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល

THE ARBITRATION COUNCIL

Case number and name: 014/14 - Manhattan Textile and Garment Corp

Date of award: 18 February 2014

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRAL PANEL

Arbitrator chosen by the employer party: **Hem Hour Naryth**

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

Chair Arbitrator (chosen by the two Arbitrators): **Men Nimmith**

DISPUTANT PARTIES

Employer party:

Name: **- Manhattan Textile and Garment Corp**

Address: Ampil Leu Village, Ampil Commune, Kampong Siem District, Kampong Cham

Telephone: 012 871 222

Fax: N/A

Representatives:

- | | |
|------------------|-------------------------|
| 1. Mr. Lary Kao | General Manager |
| 2. Mr. Andi Tai | Administrative Director |
| 3. Mr. Som Seiha | Translator |

Worker party:

Name: **- Cambodian Alliance of Trade Union (CATU)**

- The Local Union of CATU

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Address: Ampil Leu Village, Ampil Commune, Kampong Siem District, Kampong Cham

Telephone: 012 667 098

Fax: N/A

Representatives:

- | | |
|---------------------|---|
| 1. Mr. Sol Kimsan | Official of CATU |
| 2. Mr. Chorn Theang | President of the Local Union of CATU |
| 3. Mr. Phan Channy | Vice-President of the Local Union of CATU |
| 4. Ms. Kim Oun | Secretary of the Local Union of CATU |
| 5. Mr. Pheng Phalla | Union Activist |
| 6. Mr. Van Vanny | Union Activist |

ISSUE IN DISPUTE

(From the non-conciliation report of the Ministry of Labour and Vocational Training)

1. The workers demand that the employer reinstates the local union leaders; Mr. Chorn Theang, President, Mr. Phan Channy, Vice-President, Ms. Kim Oun, Deputy Secretary, and Mr. Pheng Phalla, Treasurer.
2. The workers demand that the employer immediately withdraw a court petition filed against the local union leaders and the workers.
3. The workers demand that the employer maintain wages for the duration of strike action which took place in January 2014.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this award from Chapter XII, Section 2B (Article 309 to 317) 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. 155 (Eleventh Term) dated 17 June 2014.

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. 001/14 dated 17 January 2014 was submitted to the Secretariat of the Arbitration Council (SAC) on 20 January 2014.

HEARING AND SUMMARY OF PROCEDURE

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

Date of hearing: 29 January 2014 at 08:30 A.M.

Procedural issues:

On 9 January 2014, the Department of Labour Disputes located in Kampong Cham received a complaint from CATU. Having received the claim, the Department of Labour Disputes assigned an expert officer to resolve the labour dispute and the last conciliation was held on 16 January 2014, resulting in no resolution. The non-conciliated issues were referred to the SAC on 20 January 2014 through non-conciliation report No. 001/14, dated 17 January 2014.

Upon receipt of the case, the Arbitration Panel members were appointed on 22 January 2014. The SAC summoned the employer and the workers to a hearing and conciliation, held on 29 January 2014 at 08:30 A.M.

The Arbitration Council conducted a further conciliation of all the non-conciliated issues, but they were not resolved.

Both parties are signatories to the *Memorandum on Improving Industrial Relations in the Garment Industry* (MoU) dated 3 October 2012. Therefore, the Arbitration Council classifies its decisions into two categories: rights disputes and interest disputes. With respect to the aforesaid MoU, the parties are not entitled to lodge an objection to the decisions made by the Arbitration Council on rights disputes as the decisions are binding. However, they are able to object to the decision concerning interest disputes if they have decided to choose non-binding of such disputes. Any objection lodged by the parties to the decisions made by the Arbitration Council on interest disputes does not affect the parties' obligation to implement on rights disputes in accordance with the MoU.

Both parties agreed to choose a non-binding award concerning interest disputes.

In the hearing, the Arbitration Council set 3 January 2014 as the 'evidence submission' due date and 6 January 2014 as the 'evidence objection' due date.

Both parties agreed to delay the award due date from 11 February 2014 to 18 February 2014.

Therefore, the Arbitration Council considered the issues in dispute based on the following evidence and facts.

Evidence

Witnesses and experts: N/A

Documents, Exhibits, and other evidence considered by the Arbitration Panel have 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:

- Manhattan Textile and Garment Corp (the employer) employs approximately 3500 workers. *(Based on the non-conciliation report from the provincial department of Labour and Vocational Training located in Kampong Cham.)*
- The Local Union of CATU is the claimant in the case. This union received a certificate of registration dated 18 September 2012, issued by the Ministry of Labour and Vocational Training naming the union leaders (1) Chorn Teang, President, (2) Phan Channy, Vice-president, and (3) Sok Nary, Secretary.

Issue 1: The workers demand that the employer reinstates the local union leaders;

Mr. Chorn Theang, President, Mr. Phan Chanthy, Vice-president, Ms. Kim Oun, Deputy-secretary, and Mr. Pheng Phalla, Treasurer.

- The employer claimed it did not terminate employment contracts of these 4 workers. Learning of their conduct during a strike, the employer filed a petition against them in the court. Therefore, the employer suspended their employment contracts on 6 January 2014 and paid them 50% of wages for the duration of the suspension until the court rendered its judgment.
- Both parties acknowledge that the workers participated in a strike from 24 December 2013 to 6 January 2014.
- The workers clarified their demand that the employer discontinue the work suspension of the four workers.
- The workers clarified their reasons for this demand as follows:
 - The employer suspended the employment contracts of the four workers without authorization from the Labour Inspector and without giving prior notice.
 - The employer did not provide valid reasons for work suspension.

- The employer clarified its reasons for the work suspension as follows:
 - The workers did not comply with a notification issued by the Royal Government of Cambodia, requiring all striking workers to return to work on 2 January 2014 (*The employer did not submit this notification to the Arbitration Council*). On the same day, the employer made a phone call to the local union for a discussion as to strike resolution; however, during this phone call, the local union responded to the employer that it had no right to make any decision and everything depended on union superiors.
 - Without agreement from other workers, these four workers withdrew worker's identity cards and time cards. (*The employer did not specify the numbers of workers whose identity cards and time cards were withdrawn.*) These cards were the property of the enterprise.
 - Throughout the duration of the strike, these four workers threatened and annoyed other workers while they were performing their work. Legally speaking, non-striking workers are protected by the law.
 - Two years ago, this enterprise was affected by a non-violent strike. Therefore, being afraid of being seriously affected by a violent strike caused by these four workers, the employer suspended their employment contracts.
 - The employer admitted that the work suspension, which was based on the above grounds, was not stated in the internal work rules.
- The workers claimed that:
 - They acknowledged that they did collect other workers' identity cards; however, they collected those ID cards only from their members without using force. The reason of the collection of those cards was to record the numbers of striking workers before circulating the numbers of the strikers to the media. After collection, the union started counting the numbers of workers, but unluckily, they could not finish their counting and kept the remaining ID cards in the worker delegates meeting room by asking the security guard to look after them. However, up until the hearing, it was the employer who was in charge of controlling those ID cards.
 - The strike was conducted without using violence.
- The employer claimed that:

- The employer did not learn that the union kept the cards in the worker delegates meeting room; later on, this information was learnt and then, the employer did not allow someone to enter this room.
 - The employer notified the Kampong Cham Provincial Department of Labour and Vocational Training of this matter. Having heard this, the Department of Labour and Vocational Training located in Kampong Cham formed a working group to settle this matter and told the employer not to allow anybody to enter the room where the ID cards were kept.
 - Up until the hearing, the employer still kept those ID cards for judicial investigation. As a temporary solution, the employer recorded the worker's starting and quitting times by leaving their thumbprints in a list of attendance.
- Based on the documents submitted by the employer, the Arbitration Council finds that:
- On 13 April 2014, the employer requested an injunction rendered by Kampong Cham court of first instance. The objective inscribed in the request states that “...*request for a court order to temporarily subjugate the worker delegate's office of the local union for the purpose of taking over IDs and time cards of workers.*”
 - On 16 January 2014, Kampong Cham court of first instance rendered a judgment regarding temporary subjugation stating that “...*1. Order to access the office of the local union and to transfer IDs and time cards to the creditors for temporary allocation.*”
 - On 27 January 2014, a prosecutor attached to Kampong Cham court of first instance issued an invitation letter to the employer. This letter required the employer to follow a judgment requiring the employer to cooperatively transfer and receive the ID cards and time cards of the workers; a judgment issued by the President of the Kampong Cham court of first instance on 29 January 2014 at 08:30 A.M.
 - On 13 January 2014, the employer filed a petition to Kampong Cham court of first instance outlining the following defendants; (1) Chorn Theang—President, (2) Phan Chanthy—Vice-president, (3) Kim Oun—Secretary, and (4) Pheng Phalla—member, who were accused by the employer of committing a crime of threatening other workers in order to prevent them from performing work on and from 2 January 2014.
 - The employer clarified its reasons for this petition as follows:

(1) The strike jeopardized millions of dollars for the enterprise.

(2) The taking away of workers' ID cards and time cards was inappropriate.

- The employer claimed that it could not accommodate this demand.

Issue 2: The workers demand that the employer immediately withdraw a court petition filed against the local union leaders and the workers.

- The employer clarified that on 13 January 2014, it filed a petition to Kampong Cham court of first instance outlining the following defendants; (1) Chorn Theang—President, (2) Phan Chanthy—Vice-president, (3) Kim Oun—Secretary, and (4) Pheng Phalla—member, who were accused of committing a crime of threatening other workers in order to prevent them from performing work on and from 2 January 2014.
- The workers clarified their demand that the employer withdraws a court petition which was submitted to the court on 13 January 2014.
- The workers clarified their reason for this demand being that the employer filed a petition against only the four workers among approximately 90% of workers who went on strike.
- The employer responded that it could not accommodate this demand.

Issue 3: The workers demand that the employer maintain wage for the duration of strike taken place in January 2014.

- The workers clarified that during the period of the strike from 2 January 2014 to 6 January 2014, the employer deducted daily wages and a USD 10 attendance bonus from the workers.
- The workers clarified their demand that the employer maintain their wages during the strike.
- The workers clarified their reasons for this demand as follows:
 - The strike was conducted throughout the country.
 - The strike was aimed at receiving an adequate wage.
 - Other enterprises located in Phnom Penh did not deduct their workers' wages during the strike.
- The workers claimed that the employer recruited new workers to replace the striking workers.
- The employer responded to the workers that it displayed job announcements every day. So the employer recruited new workers before the strike took place.
- The employer clarified that it did not agree with this demand, but it complied with the law.

REASON FOR DECISION

Issue 1: The workers demand that the employer reinstates the local union leaders; Mr. Chorn Theang, President, Mr. Phan Chanthy, Vice-president, Ms. Kim Oun, Deputy-secretary, and Mr. Pheng Phalla, Treasurer.

First of all, the Arbitration Council will consider if this issue relates to a rights dispute or an interest dispute.

The Arbitration Council noted that this demand was about work suspension set forth in the Labour Law. Therefore, this demand related to a rights dispute.

The Arbitration Council will consider whether the employer is obliged to suspend the employment contracts of the four workers or not.

Article 71 of the Labour Law states that “...*the employment contract shall be suspended due to the following reasons:*

1. *The closing of the establishment following the departure of the employer to serve in the military or for a mandatory period of military training.*
2. *The absence of the worker during obligatory periods of military service and military training.*
3. *The absence of the worker for illness certified by a qualified doctor. This absence is limited to six months, but can, however, be extended until there is a replacement.*
4. *The period of disability resulting from work related accident or occupational illness.*
5. *The leave granted to a female worker during pregnancy and delivery as well as any post-natal illness.*
6. *Absence of the workers authorized by the employer based on laws, collective agreements, or individual agreements.*
7. *Dismissal of worker for a period of time with valid reasons in accordance with the internal work rules.*
8. *The absence of workers during paid vocations including incidental travel period of time as well.*
9. *The incarceration of worker without a later conviction.*
10. *An Act of God that prevents one of the parties from fulfilling his obligations up to a maximum of three months.*
11. *When the enterprise faces a serious economic or material difficulty or any particularly unusual difficulty which leads to a suspension of the enterprise operation. This suspension shall not exceed two months and be under the control of the Labour Inspector.”*

Article 72 of the Labour Law states that “...*the suspension of an employment contract affects only the main obligations of the contract, which are, on the one hand, to work, and on the other hand, to pay the worker, unless there is some provision to the contrary for this latter obligation.*”

Article 332 of the Labour Law states that “...*a strike suspends the employment contract. During a strike, work allowance is not granted and the salary is not paid.*”

The Arbitration Council notes that the reasons for work suspension are stated in Article 71 and Article 332 of the Labour Law above; moreover, the workers are not granted wages during the strike unless there is some provision agreed by the employer to pay wages.

In this case, the employer suspended the employment contracts of the four workers due to the following reasons: (1) the workers did not return to work as ordered by a Notification issued by the Royal Government of Cambodia, (2) these workers withdrew ID cards and time cards from other workers, (3) the workers threatened and incited other workers to stop working, and (4) to prevent the workers from conducting a violent strike which would jeopardized the enterprise. Moreover, the employer admitted that these reasons for work suspension were not stated in the internal work rules of the enterprise.

The Arbitration Council notes that the reasons for work suspension of the four workers were not stated in Article 71 and Article 332 of the Labour Law as well.

Article 2 of the Labour Law states that “...*the enterprise can consist of several establishments, each comprised of a group of persons working together in a defined place (factory, shop, yard, etc.) under the direct management of the employer.*”

The Arbitration Council in previous awards interpreted the above Article 2 as saying that the employer had the right to allocate and manage the enterprise as long as those rights were legal and appropriate. (Please see Arbitral Award No. 62/06-Quicksew, Issue 5, Arbitral Award 108/06-Trinunggal Komara, Arbitral Award 33/07-Goldfame, Issue 3, and Arbitral Award 119/09-SL, Issues 4&5.)

The Arbitration Council in this case agrees with the decision made in the previous cases.

Furthermore, the Arbitration Council in Case No. 28/04-Raffle Grand D'Angkor Hotel interpreted Issue 1 that “...*with respect to Article 71 and 71 of the Labour Law, the employer can only suspend employment contracts of workers without paying wages only under eleven circumstances. The employer shall not make the reason of waiting for the result of the investigation into the workers` conducts or criminal acts as an excuse to suspend the employment contracts of the workers while this reason is out of the 11 circumstances. The Arbitration Council found that the employer could suspend the employment contracts of the*

workers before the result of the investigation is released; however, the employer must pay wages to worker every month during this suspension period and this work suspension shall be ended within an appropriate duration.”

Additionally, the Arbitration Council in Case No. 18/04-Sunway Hotel interpreted that *“...due to the interpretation of the Arbitration Council in case No. 28/04-Raffle Grand D’Angkor Hotel stating that the employer can suspend the employment contracts of the workers without paying wages in accordance with Article 71 of the Labour Law; however, it cannot suspend the employment contracts of the workers due to the reason—not stating in the Article 71 of the Labour Law (expressing that the employer is waiting for the court decision identifying legality of the strike whether or not the workers have committed illegal conducts), the Arbitration Council found that the employer could suspend the employment contracts of the workers during the period of waiting for the decision of the court regarding the legality of the strike identifying whether or not the workers have committed illegal conducts; however, in this circumstance, the employer was obliged to pay wages to the workers every month till the court’s decision was made.”*

The Arbitration Council in this case agrees with the interpretation in the previous cases.

According to the Article 2 of the Labour Law and the previous jurisprudences, the Arbitration Council in this case finds that this reason to suspend work is not prohibited even though it is not clearly stated in the law. Also, the Arbitration Council notes that it is appropriate that the employer suspends the employment contracts of the workers in order to investigate, file a petition, or impose any measures on the workers for the purpose of maintaining the operations of the enterprise.

In case No. 146/11-Heuy Cheun, Issues 1, 2 & 3, the Arbitration Council interpreted that *“...the employer suspended the employment contract of Mr. Suon Povpisey without determining the reinstatement date... This worker was also investigated by the police upon receipt of the employer’s request. However, up to the hearing, the employer did not submit the police’s report proving that this worker had stolen glues which were the properties of the enterprise. The Arbitration Council found that the employer did not have appropriate reason in suspending his employment contract since 25 August 2011.”*

However, the Arbitration Council in this case finds that the facts of these two cases are not consistent. In case No. 146/11-Heuy Cheun, the police conducted an investigation through the employer’s request, but in the hearing, the employer claimed that it suspended the employment contract of the worker without paying wage and clear reinstatement date, and up to “evidence submission” due date, the employer had not submitted to the Arbitration Council the

police report as well. Hence, the Arbitration Council in case No. 146/11-*Heuy Cheun* found that the undetermined duration work suspension was inappropriate, and then ordered the employer to reinstate the worker.

With respect to the current case, the Arbitration Council finds that this work suspension is of a fixed duration because the employer has claimed that it intended to the reinstatement of the four workers after the court issued its decision as to the allegation concerning inciting and threatening other workers not to perform work.

Therefore, based on the above interpretation, the employer has the right to suspend the employment contracts of the four workers during the police investigation and before issuance of the court decision.

Article 38 of the Constitution of the Kingdom of Cambodia states “... *the accused shall have the benefit of any reasonable doubt. Any accused shall be presumed to be innocent until they are finally convicted by the court.*”

According to the above Article, the Arbitration Council finds that the accused is presumed to be innocent until they are finally convicted by the court. This means that a person is presumed to be innocent until the court issues its final judgment.

Hence, the Arbitration Council finds that the employer is obliged to pay full wages to the four workers during the work suspension because they are innocent until the court renders its judgment. This means that the workers' wages should not be deducted.

All in all, the Arbitration Council rejects the workers' demand that the employer reinstate the employment contracts of Mr. Chorn Theang, Mr. Phan Chanthy, Ms. Kim Oun, and Mr. Pheng Phalla and orders the employer to pay full wages during work suspension while the employer is waiting for the court investigation and judgment.

Issue 2: The workers demand that the employer immediately withdraw a court petition filed against the local union leaders and the workers.

First of all, the Arbitration Council will consider if this issue is a rights dispute or an interest dispute.

The Arbitration Council considers this demand a rights dispute because it relates to rights of the parties in filing a petition to the court and expressing their statements before the court.

The Arbitration Council will consider whether it has jurisdiction over this demand or not.

Pursuant to Chapter XII, Section II of the Labour Law, the Arbitration Council has jurisdiction over the collective labour dispute only. (See Arbitral Award No.s 94/04-*Eternity*

Apparel, Issue 6, Arbitral Award No. 81/06-Hong Y, Issue 1, and Arbitral Award No. 83/06-Roo Hsing Garment, Issue 1.)

Article 302 of the Labour Law states “...a collective labor dispute is any dispute that arises between one or more employers, and a certain number of their workers, over working conditions, the exercise of the recognized rights of unions, the recognition of professional organizations within the business, and questions regarding relations between employers and workers ...”

With respect to the above Article, the Arbitration Council finds that the main objective relevant to a collective dispute over which the Arbitration Council has jurisdiction relates to working conditions, the exercise of the recognized rights of unions, the recognition of professional organizations, etc.

In this case, on 13 January 2014, the employer filed a petition to Kampong Cham court of first instance outlining the following defendants; (1) Chorn Theang—President, (2) Phan Chanthy—Vice-president, (3) Kim Oun—Secretary, and (4) Pheng Phalla—member, who were accused by the employer of committing a crime of threatening other workers in order to prevent them from performing work on and from 2 January 2014.

The Arbitration Council notes that this demand does not correspond to the objectives stated in Article 302 of the Labour Law. Additionally, the Arbitration Council notes that it is the right of party to file a petition to the court, so this demand does not relate to a collective labour dispute. Therefore, the Arbitration Council finds that the demand requesting the employer to withdraw a petition filed against any worker in the common court is not under the jurisdiction of the Arbitration Council.

All in all, the Arbitration Council declines to consider the workers’ demand that the employer withdraws a petition dated 13 January 2014 filed against the following defendants: (1) Mr. Chorn Theang, (2) Mr. Phan Chanthy, (3) Ms. Kim Oun, and (4) Mr. Pheng Phalla.

Issue 3: The workers demand that the employer maintain wage for the duration of strike taken place in January 2014.

First of all, the Arbitration Council will consider whether this dispute is a rights dispute or an interest dispute.

Article 332 of the Labour Law, Paragraph 1 states “...a strike suspends the labor contract. During a strike, work allowance is not granted and the salary is not paid.”

Article 72 of the Labour Law, Paragraph states “...the suspension of an employment contract affects only the main obligations of the contract, which are, on the one hand, to work,

and on the other hand, to pay the worker, unless there is some provision to the contrary for this latter obligation.”

With respect to the above Article 332 (1) and Article 72 (1) of the Labour Law, the Arbitration Council in the previous cases interpreted as saying “...*the workers shall not be paid wages during either a legal or illegal strike.*” (See *Arbitral Award No. 49/05-Ocean Garment, Issue 3, Arbitral Award No. 27/10-Heart Enterprise, Arbitral Award No. 91/10-New Wide Garment, Issue 7, Arbitral Award No.118/10-Manhattan, Issue 2, and Arbitral Award No.133/13-Sabrina Cambodia, Issue 2.*)

The Arbitration Council in this case agrees with the decision made in the previous cases.

In this case, the workers demand the employer to pay wages for the duration of the strike from 2 January 2014 to 6 January 2014. The Arbitration Council finds that this demand relates to wages during the strike stated in the above Articles. Therefore, the Arbitration Council considers this dispute as a rights dispute.

The Arbitration Council will consider whether the employer is obliged to pay wages during the strike taken place from 2 January 2014 to 6 January 2014.

With respect to the above Articles and jurisprudence, the employer is not obliged to pay wages to the striking workers during the strike.

Article 334 of the Labour Law states “...*during a strike, the employer is prohibited from recruiting striker replacements except to provide minimum service in accordance with Articles 326 and 328 if the workers assigned to do this do not show up. Any violation of this clause obligates the employer to pay the salaries of the striking workers for the duration of the strike.*”

In this case, the workers argued that the employer recruited new workers. The employer responded that recruitment is made every day, meaning that it recruited workers before the strike were conducted.

Based on the previous Arbitral Awards, the claimants have the burden of proof. (See *Arbitral Award No. 243/13- Bodykids Fashion Wear Co., Ltd., Issue 1.*)

Therefore, the workers have to prove that the employer did recruit new workers during the strike. However, the workers did not submit to the Arbitration Council any evidence or documents to support their claim. Hence, the Arbitration Council finds that the workers failed to provide proof to support their allegation.

Consequently, the Arbitration Council will not consider the workers’ claim that the employer recruited new workers during the strike from 2 January 2014 to 6 January 2014.

All in all, the Arbitration Council rejects the workers’ demand that the employer maintain wages for the duration of the strike that took place in January 2014.

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

DECISION AND ORDER

1. Decisions and orders in relation to Right Dispute

Issue 1:

- Reject the workers' demand that the employer reinstate the employment contracts of Mr. Chorn Theang, Mr. Phan Chanthy, Ms. Kim Oun, and Mr. Pheng Phalla.
- Order the employer to pay full wages during work suspension while the employer is waiting for the result of court investigation and judgment.

Issue 2:

- Decline to consider the workers demand that the employer withdraw the petition dated 13 January 2014, filed against the four workers, from Kampong Chan court of first instance.

Issue 3:

- Reject the workers' demand that the employer maintain wages for the duration of strike which took place in January 2014.

2. Decisions and orders in relation to Interest Dispute: None

Type of award: Non-binding

The Award will become binding eight days after the date of its notification unless one of the parties lodges a written opposition with the Ministry of Labour and Vocational Training through the Secretariat of the Arbitration Council within this period.

Signatures of the members of the Arbitration Panel

Arbitrator chosen by the employer party:

Name: **Hem Huor Naryth**

Signature:

Arbitrator chosen by the worker party:

Name: **An Nan**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Men Nimmith**

Signature: