KINGDOM OF CAMBODIA

NATION RELIGION KING

ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល

THE ARBITRATION COUNCIL

Case number and name: 106/13-Gladpeer Garment

Date of award: 2 July 2013

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRAL PANEL

Arbitrator chosen by the employer party: **Seng Vuoch Hun**

Arbitrator chosen by the worker party: **Sin Kim Sean**

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

DISPUTANT PARTIES

Employer party:

Name: **Gladpeer Garment Factory (Cambodia) Ltd.**

Address: Preypring Village, Sangkat Chom Chao, Khan Posenchey, Phnom Penh

Telephone: 012 727 301 Fax: N/A

Representatives:

1. Ms Va Chenda — Head of Administration Department
2. Ms Mom Monida — Administrative Assistant

Worker party:

Name: **- Coalition Cambodian Apparel Workers Democratic Unions (C.CAWDU)**

- The Local Union of C.CAWDU (the union)

Address: Preypring Village, Sangkat Chom Chao, Khan Posenchey, Phnom Penh

Telephone: 012 504 154 N/A

Representatives:

1. Mr Seang Yot — Legal Officer of C.CAWDU
2. Mr Sot Seam — Dispute Resolution Officer of C.CAWDU
3. Ms Rom Phary — President of the union
4. Mr Nget Sokhom — Vice-President of the union

5. Mr Chheom Kosal — Consultant to the union
6. Mr So Rattanak — Treasurer of the union
7. Mr Soy Sarat — Activist of the union
8. Mr Phuong Komphak — Activist of the union
9. Mr Chen Chhaily — Activist of the union

ISSUES IN DISPUTE

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

1. The workers demand that the employer comply with the agreement between Gladpeer and the union in the Arbitral Award no. 10/13-Gladpeer dated 22 February 2013, Issue 6.
2. The workers demand that the employer stop deducting the union contribution fee from workers who have already submitted their membership withdrawal letter to the Cambodian Labour Union (CLU), and reimburse the workers' wages from which the union contribution fees were deducted in the past as payment to the CLU.
3. The workers demand that the employer reinstate the workers who are Activists of C.CAWDU and whose ID number are: S-26-957, S-15-548, S-26-851, S-26-116, S-16-532, S-21-607, S-23-564, S-25-510 and provide them back pay from the date of dismissal to the date of reinstatement.

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. 121 dated 7 June 2012 (Tenth 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 a non-conciliation report No. 593 dated 22 May 2013 was submitted to the Secretariat of the Arbitration Council on 23 May 2013.

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: 11 June 2013 at 2:00 p.m.

Procedural issues:

On 24 April 2013, the Department of Labour Disputes (the Department) received a complaint from the union, outlining the workers' demands for the improvement of working conditions. Upon receiving the claim, the Department of Labour Disputes assigned an expert officer to resolve the labour dispute and the last conciliation session was held on 9 May 2013; however, none of the three issues were resolved. The three non-conciliated issues were referred to the Secretariat of the Arbitration Council on 23 May 2013 via the non-conciliation report no. 553 dated 22 April 2013.

Upon receipt of the case, the Arbitration Panel was formed on 29 May 2013. The Secretariat of the Arbitration Council summoned the employer and the workers to a hearing and conciliation of the three non-conciliated issues, held on 11 June 2013 at 2:00 p.m. Both parties were present.

At the hearing, the Arbitration Council conducted a further conciliation of the three non-conciliated issues. As a result, the workers withdrew Issue 1 and an agreement was reached in relation to part 1 of issue 2. Therefore, two non-conciliated issues remain to be resolved; these are part 2 of Issue 2 and Issue 3.

At the hearing, the Arbitration Council set the date for evidence submission on 17 June 2013 and the date for objection on 20 July 2013. The workers failed to submit any evidence to support their demand to the Arbitration Council on the defined date.

The Arbitration Council divided the issues into two types: rights disputes and interests disputes. In this case, the parties are signatories to the Memorandum of Understanding on Improving Industrial Relations in the Garment Industry (MoU), dated 3 October 2012. According to the MoU, both parties have agreed to binding arbitration for rights disputes. However, the MoU does not create binding obligations regarding interests disputes. The parties are able to choose non-binding arbitration for interests disputes, and can object to an arbitral award issued in relation to such disputes. Such an objection will not affect the parties' obligation to implement an award on rights issues in accordance with the MoU.

In this case, the parties choose non-binding arbitration for their interests disputes.

Therefore, the Arbitration Council will consider the issues in dispute in this case 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:

- Gladpeer Garment Factory (Cambodia) Ltd. (Gladpeer) is a garment manufacturer. According to the non-conciliation report no. 593 dated 22 May 2013, Gladpeer employs a total of 5,200 workers.
- According to the aforementioned non-conciliation report, the union is the claimant in this case. Eight workers and two officers from C.CAWDU attended the hearing on 11 June 2013. The workers failed to submit the certificate of union registration, or the letter of authorisation signed by the workers at Gladpeer, authorising C.CAWDU or the union leaders present at the hearing to resolve the dispute on their behalf, before the appropriate deadline.

Issue 1: The workers demand that the employer comply with the agreement between Gladpeer and the union in the Arbitral Award no. 10/13-Gladpeer dated 22 February 2013, Issue 6.

The workers have withdrawn the demand in Issue 1. Therefore, the Arbitration Council does not consider this issue.

Issue 2: The workers demand that the employer stop deducting the union contribution fee from the workers who have already submitted their membership withdrawal letter to the Cambodian Labour Union (CLU), and reimburse the workers' wages from which the union contribution fees were deducted in the past as payment to the CLU.

- Issue 2 contains two parts: 1) The workers demand that the employer stop deducting the union contribution fee from the workers who have already submitted their membership withdrawal letter to CLU and 2) The workers demand that the employer reimburse the workers' for the wages which were deducted as payment for the CLU union contribution fee. At the hearing, the employer claims it has now stopped deducting union contribution fees from the workers' wages. The workers agree with the claim of the employer, and therefore, the Arbitration Council does not consider part 1 of Issue 2. The Arbitration Council will consider the remaining issue in dispute, part 2 of Issue 2.
- At the hearing, the workers claim that the employer has previously deducted 1,000 riel from the wages of 500 workers in February 2013 and 2,000 riel from the wages of 300 to 400 workers (the latter is not part of the former) in March 2013 as payment to CLU. These 800 to 900 workers were former member of CLU.
- The workers argue:

- As payment to CLU, the employer deducts union contribution fees from the wages of workers who have submitted letters asking the employer to do so. However, the employer continues to deduct these fees even after some workers have withdrawn from the CLU. The workers claim that if the employer continues to deduct this contribution after being asked to stop, then the employer is interfering in the affairs of the union.
- It is the responsibility of the CLU to remain aware of any acts of membership withdrawal.
- The demand is made in reference to the arbitral award of Goldfame in 2012.

- The workers have not submitted the authorisation letter allowing the union leaders or C.CAWDU to make the demand before the Arbitration Council on behalf of the union members.
- The workers have not submitted important evidentiary documents to the Arbitration Council by the date for evidence submission. These documents include a list of those people who have requested the employer to stop deducting the union contribution fees from their wage payment, and a document specifying the amount that the employer is required to reimburse the workers.
- At the hearing and in the statement submitted to the Arbitration Council on 17 June 2013, the employer claims that it will not reimburse the wages which have been erroneously deducted for the CLU contribution because:
  - The number of the workers whose wages have been deducted as payment to CLU (the workers submitting letters requesting union contribution fee deduction from their wages as payment to the union and membership withdrawal from CLU) is not as many as the workers claim.
  - There are cases in which each worker has submitted their thumbprint two or three times. The employer has difficulty verifying the data submitted and therefore requests additional, more precise documents.
  - The workers submit withdrawal letter to the union and notify only the employer, not CLU.
  - It is not fair for the employer to reimburse the wages because the employer only assists the union by deducting fees and then transferring the money to CLU. The employer does not receive the deduction. Therefore, if the workers want reimbursement, they should demand the refund from CLU.

Issue 3: The workers demand that the employer reinstate the workers who are Activists of C.CAWDU and whose ID numbers are: S-26-957, S-15-548, S-26-851, S-26-116, S-16-532, S-21-607, S-23-564, S-25-510 and provide them back pay from the date of dismissal to the date of reinstatement.

- The workers withdraw their demand to reinstate five of the eight workers. The identification numbers of the five are S-26-957, S-15-548, S-26-116, S-16-532, S-21-607; and
- The workers maintain their demand that the employer reinstate three workers namely, Soy Sarat, ID: S-26-851, Phuong Komphak, ID: S-25-510 and Chen Chhaily, ID: S-23-564 and provide them back pay from the date of dismissal to the date of reinstatement.
- At the hearing, the workers claim:
    - Soy Sarat:
        - Soy Sarat commenced his job at Gladpeer in 2010 with a two-month probation, and then signed an eleven-month contract. The latest contract expired on 30 March 2013. According to this claim, the total length of Soy Sarat's contract is over two years.
    - Phuong Komphak:
        - Phuong Komphak commenced his job at Gladpeer in 2011 with a two-month probation. He then worked under a rolling two-month contract. The latest contract expired on 30 March 2013. According to this claim, the total length of Phuong Komphak's contract is less than two years.
    - Chen Chhaily
        - Chen Chhaily commenced his job at Gladpeer on 16 April 2012 with a two-month probation. He then worked under a rolling two-month contract. The latest contract expired on 30 March 2013. According to this claim, the total length of Chen Chhaily's contract is less than two years.
- The workers claim that the employer has discriminated against the three workers making the demand and also the activist of C.CAWDU.
- At the hearing, the employer claims:
    - It cannot recall the date of the three workers' contracts because the company employs over 5,000 workers.
    - That it has not dismissed the three workers. Instead, their employment contracts have expired.
- The Arbitration Council sets 17 June 2013 as the latest date for each party to provide evidence for submission. The Arbitration Council orders the workers to submit evidence supporting their claims including the employment contracts of the three workers seeking reinstatement. The workers have failed to submit evidence to the Arbitration Council.

REASONS FOR DECISION

Before considering the workers' demand, the Arbitration Council will:

1) Consider the position of the workers who are in attendance at the hearing:

According to the non-conciliation report no. 593 dated 22 May 2013, the union is the claimant in this case. There are eight workers who claim that they are the union's leaders and Treasurer as well as activists. There are two officers of C.CAWDU in attendance at the hearing on 11 June 2013. The workers failed to submit the certificate of union registration by the deadline for evidence submission. They also failed to submit the authorisation letter from the workers at Gladpeer authorizing C.CAWDU or the union leaders present at the hearing to resolve the dispute on behalf of the union members, before the deadline.

Article 268 of the Labour Law (1997) 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…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 finds that Article 268 of the Labour Law above suggests that a professional organisation enjoys the rights and benefits recognised by this law when that professional organisation is registered at the Ministry in Charge of Labour.

In previous awards, the Arbitration Council has found that rights and benefits include the right of the union to represent its members to resolves disputes before the Arbitration Council *(see the Arbitral Award no. 62/06-Qicksew, Issue 2, 30/08-E Garment, 31/08-South Bay and 94/09-Tack Fat).*

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

Moreover, Clause 19 of Prakas 99 dated 21 April 2004 states:

> A party may appear before the arbitration panel in person, and may 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.

According to Clause 19 of Prakas no. 99/04 above, the Arbitration Council finds the term *"authorised in writing"* to mean that parties involved in a dispute can authorise any other persons to represent them in a hearing before the Arbitration Council if they do so in writing *(see Arbitral Award no. 161/09-Prek Treng Trading, 43/10-Ming Jian, and 144/12-E Garment).*

Therefore, in reference to Article 268 of the Labour Law, Clause 19 of Prakas 99/04 above and previous arbitral awards, the Arbitration Council finds that the eight workers present at the hearing have no legal rights to act as union leaders, and represent union members in this case. The officers of C.CAWDU who are attending the hearing do not have

the legal right to represent other workers at Gladpeer, because they don't hold a written authorisation letter from the workers.

However, eight workers from Gladpeer were in attendance at the hearing. The eight workers include 1) Rom Phary, 2) Nget Sokhom, 3) Chheom Kosal, 4) Soy Sarat, 5) Phuong Komphak, 6) Chen Chhaily, 7) So Rattanak and 8) Long Mey. Therefore, based on Clause 19 of Prakas 99/04 above, the Arbitration Council assumes that there are only eight workers who are the claimant in this case and the Arbitration Council will make a decision for only these eight workers.

2) Interpret rights and interest dispute

Paragraph 2 of Article 312 of the Labour Law states, *"The Arbitration Council has legal jurisdiction to decide 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."*

Clause 43 of the Prakas 099 on the Arbitration Council dated 21 April 2004 states:

> An Arbitral Award which settles an interest dispute takes the place of a collective bargaining agreement and shall remain in effect for one year from the date on which it becomes final unless the parties agree to make a new collective bargaining agreement replacing the award.

Based on the Labour Law and the Prakas outlined above, the Arbitration Council concludes that disputes concerning the interpretation and enforcement of laws or regulations or of a collective agreement are rights disputes and the Arbitration Council has jurisdiction to settle the rights disputes. Any kinds of disputes that are not stipulated in the agreement or collective agreement are interest disputes and the Arbitration Council settles interests disputes based on equity.

Issue 2: The workers demand that the employer reimburse 1,000 riel to 500 workers from whose wages the employer deducted the union contribution fee as payment to CLU in February 2013, and 2,000 riel to the 300 to 400 workers from whose wages the employer deducted union contribution fee as payment to CLU in March 2013.

Before considering this demand, the Arbitration Council considers whether the dispute is a rights dispute or an interest dispute.

Paragraph 2, Article 129 of the Labour Law (1997) states: *"…the worker can authorise deductions of his wage for dues to the trade union to which he belongs. This authorisation must be in writing and can be revoked at any time."*

The demand in this case is relevant to deduction of the workers' wage for union contribution fee stated in Article 129 of the Labour Law. Therefore, the Arbitration Council finds that a dispute is a rights dispute.

The Arbitration Council considers whether or not the employer is under an obligation to reimburse 1,000 riel to the 500 workers from whose wages the employer deducted union contribution fee as payment to CLU in February 2013, and 2,000 riel to the 300 to 400

workers from whose wages the employer deducted union contribution fee as payment to CLU in March 2013.

In addition to Article 129 of the Labour Law (1997) above, Paragraph 5, Clause 5 of Prakas no. 305 dated 22 November 2001 on the Representative Status of Professional Organizations of Workers in Enterprise and Establishment and the Right of Collective Negotiation and to Conclude a Collective Agreement for Enterprises and Establishments states:

> All workers who are members of a union may make a request in writing to the employer at least 15 days in advance to deduct their wages to pay for union dues in compliance with Article 129 of the Labour Law, and the employer shall properly implement that request.

Based on the aforementioned law and Prakas, the employer is required by law to deduct a union contribution fee from the wages of any workers who provide voluntarily consent. Consent must be provided via written request, and must be submitted to the employer at least 15 days before the wage pay date of each month. Upon receiving the request letter, the employer shall review and arrange the union contribution fee to be deducted from the workers wage, and paid to the union. However, this article also permits the workers who are members of any union to request that the employer stop deducting the union contribution fee in accordance with the request procedure. In short, if the workers request that the employer stop deducting the union contribution fee from their wages, the workers must make this request in writing to the employer.

In previous cases, the Arbitration Council has interpreted that the purpose of the law requiring written authorisation from workers to deduct the union contribution fee from their wages, is to protect each worker from having such fees deducted unwillingly, and to protect the employer from any wrongful deductions of union contribution fees. It is therefore essential to have a clear and validly drafted authorisation letter expressing the workers intent and willingness to allow the employer to deduct any union contribution fees from a workers' wages.

In the present case, the Arbitration Council has made the following interpretation of Article 129:

> The right to request the deduction or non-deduction of the union fee from wages is an exclusive right of the workers expressed via written letter. For this reason, when an employer received the letter of request from a worker showing a clear intention that the employer is no longer authorised to deduct union fee from an employee's wages, the employer shall not deduct from their wages or keep part of the deduction *(see the Arbitral Award no. 46/10-E-Garment, Issue 3, 15/11-Golden Gain Shoe, Issue 3, 154/11-B & N, Issue 16).*

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

In this case, the workers demand that the employer reimburse 1,000 riel to the 500 workers from whose wages the employer deducted union contribution fee as payment to CLU in February 2013 and 2,000 riel to the 300 to 400 workers from whose wages the employer deducted union contribution fee as payment to CLU in March 2013, because the employer deducted such fee from the wages of workers who submitted letters requesting the employer to deduct union contribution fee from their wages as payment to the union and letters of membership withdrawal from CLU to the employer. At present, the union leaders in attendance at the hearing have failed to submit an authorisation letter from the other members of their union who are making the demand, before the deadline of evidence submission. The aforesaid letter authorises the workers or C.CAWDU present at the hearing to resolve dispute and specifies the names of the workers who are requesting that the employer stop deducting the union contribution fee as payment to CLU as well as a claim for reimbursement. Therefore, the Arbitration Council does not have enough factual evidence to make a valid decision on this issue.

Therefore, the Arbitration Council rejects the workers' demand that the employer reimburse 1,000 riel to 500 workers from whose wages the employer deducted union contribution fee as payment to CLU in February 2013 and 2,000 riel to the 300 to 400 workers from whose wages the employer deducted union contribution fee as payment to CLU in March 2013.

Issue 3: The workers demand that the employer reinstate: Mr Soy Sarath-ID:S-26-851, Mr Phoung Kompheak-ID: S-25-510, and Mr Chen Chaily-ID: S-23-564 and provide them back pay from the date of dismissal to the date of reinstatement.

Before considering the demand, the Arbitration Council considers whether the dispute gives rise to a rights dispute or an interest dispute.

Since the demand is based upon types of employment contract and dismissal stated in the Labour Law, the demand must be considered to be a rights dispute.

The Arbitration Council considers whether or not the employer is under an obligation to reinstate the workers who are Activists of C.CAUDU and whose identification number are: S-26-957, S-15-548, S-26-851, S-26-116, S-16-532, S-21-607, S-23-564, S-25-510 and provide them back pay from the date of dismissal to the date of reinstatement.

Mr Soy Sarat

Paragraph 2, Article 67 of the Labour Law (1997) states:

> The labour contract signed with consent for a specific duration cannot be for a period longer than two years. It can be renewed one or more times, as long as the renewal does not surpass the maximum duration of two years.
>
> Any violation of this rule leads the contract to become a labour contract of undetermined duration.

In the Arbitral Award no. 10/03-Jacqsintex, Issue 1, the Arbitration Council interprets Paragraph 2 of Article 67 that a fixed duration contract becomes an undetermined duration contract when a total length of the contract renewal surpasses two years. In this case, the Arbitration Council finds that:

> The Cambodian labour law has a bias toward contracts of undetermined duration as expressed in Article 67, paragraph 7 and 8. The reason for this bias comes from the fact that undetermined duration contracts lead to increased employment security which is both important for workers and is also in the interest of the employer, because long term employment leads to increased commitment from employees to their work. Further Article 73, paragraph 5 provides that contracts of specified duration be converted to contracts of undetermined duration where there is no notice of termination and their "total length exceeds the time limit specified in Article 67, paragraph 2." Article 67, paragraph 2 is a maximum total duration and not the duration of an individual renewal.
>
> Recommendation no. 166, paragraph 3, 1982, of the International Labour Organization regarding Termination of Employment provides that contracts of fixed duration should not be used for long term employment. This recommendation states that fixed duration contracts should be converted to contracts of undetermined duration contracts if they are renewed one or more times. Though this recommendation is not binding, it is a useful instrument to assist in the interpretation of Article 67...

In this case, the Arbitration Panel finds that the interpretation of Paragraph 2, Article 67 of the Labour Law above means that a fixed duration contract becomes an undetermined contract as long as a total length of the first contract and the subsequent renewal surpass two years.

Based on the workers' claim at the hearing, the total length of Soy Sarat's employment contracts surpasses two years. The workers claim that the employer dismissed Soy Sarat on 30 March 2013. The employer claims that it did not dismiss Soy Sarat; instead, his contract expired.

In this case, the Arbitration Panel orders the workers to provide such evidence as Mr Soy Sarat's employment contracts, to support their claim to the Arbitration Council. The workers fail to submit the evidence to the Arbitration Council and do not explain the reason for their failure to do so. Therefore, the Arbitration Council does not have any evidence to decide whether Mr Soy Sarat truly does have a total length of employment exceeding two years, as claimed at the hearing, and cannot determine whether he has been dismissed or has legitimately come to the end of his contract period. For this reason, the Arbitration Council is unable to decide the issue in dispute.

Therefore, the Arbitration Council rejects the workers' demand that the employer reinstate Soy Sarat-ID: S-26-851 and provide him back pay from the date of dismissal to the date of reinstatement.

Phuong Komphak and Chen Chhaily

Based on Article 67 of the Labour Law (1997) above, the Arbitration Council finds that a total length of the contracts that does not surpass two year is a fixed duration contract.

Paragraph 1, Article 73 of the Labour Law in 1997 states: *"A labour contract of specific duration normally terminates at the specified ending date. It can, however, be terminated before the ending date if both parties are in agreement…"*

In previous cases, the Arbitration Panel interprets that a fixed duration contract automatically comes to an end at its expiration. This means the employer's and the workers' obligation is terminated. Therefore, either of the parties can force the other to renew such contracts without agreement (s*ee Arbitral Awards no. 122/10-Meng Yan, Issue 1, 2 and 3 and no. 105/11-Goldfame Garment, Issue 1).*

In this case, the Arbitration Panel agrees with the interpretation in the previous cases.

According to the workers' claim at the hearing, a total length of Phuong Komphak's and Chen Chhaily's employment contracts is under two years. The workers claim that the employer dismissed both workers on 30 March 2013. The employer claims that it did not dismiss both workers but their contracts expired.

In this case, the Arbitration Panel orders the workers to provide evidence of Mr Phuong Komphak's and Chen Chhaily's employment contracts, to support their claim to the Arbitration Council. The workers have failed to submit the evidence to the Arbitration Council and have not explained the reason of their failure to do so. Therefore, the Arbitration Council does not have any evidence on which to make a decision as to whether the workers truly have a total length of employment consistent with what has been claimed at the hearing, and whether they have been dismissed unfairly or have simply reached the end of their employment contracts. Therefore, the Arbitration Council is unable to make a decision on the issues in dispute.

Therefore, the Arbitration Council rejects the workers' demand that the employer reinstate Phuong Komphak-ID: S-25-510 and Chen Chhaily-ID: S-23-564 and provide them back pay from the date of dismissal to the date of reinstatement.

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

DECISION AND ORDER

Part I. Rights dispute:

Issue 2:

Decline to consider the workers' demand that the employer reimburse a 1,000 riel union contribution fee to 500 workers from whose wages the employer deducted in February 2013 and 2,000 riel to the 300 to 400 workers from whose wages the employer deducted in March 2013 as payment to CLU.

Issue 3:

Decline to consider the workers' demand that the employer reinstate: Mr Soy Sarath-ID:S-26-851, Mr Phoung Kompheak-ID: S-25-510, and Mr Chen Chaily-ID: S-23-564 and provide them back pay from the date of dismissal to the date of reinstatement.

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 3 October 2012.

Part II. Interests dispute: N/A

Type of award: non-binding award

The award in Part II will become binding eight days after the date of its notification unlessone 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: **Seng Vuoch Hun**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Sin Kim Sean**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Pen Bunchhea**

Signature: .....