

Introduction to the Garment Industry

Trainer's Manual



International
Labour
Office

 **better
factories**
Cambodia

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TRAINER'S MANUAL

WHY TRAIN ABOUT THE LABOUR LAW?

The primary objective of the ILO Better Factories project is to improve working conditions in Cambodia's textile and apparel sector through:

- Establishing an independent system to monitor working conditions in garment factories;
- Providing assistance in drafting new laws and regulations to improve working conditions;
- Increasing the awareness of employers and workers of core international labour standards and workers' and employers' rights under Cambodian labour law;
- Increasing the capacity of employers and workers and their organizations to improve working conditions in the garment sector through their own efforts;
- Building the capacity of government officials to ensure greater compliance with core labour standards and Cambodian labour laws.

The ILO Better Factories project provides this package of materials to aid in the increase of awareness of employers and workers of workers' and employers' rights under Cambodian labour law and to increase the capacity of employers and workers to improve working conditions in the garment sector by implementing labour standards in accordance with the Cambodian Labour Law.

The underlying purpose of the Induction Kit is to assist trainers to train new employees about their rights and responsibilities in the workplace. This manual provides the trainer with technical information on the legal rights and responsibilities of employees and employers and will assist trainers by explaining practical training techniques.

Training content and structure

The training package consists of the following three parts:

- ◆ comic book;
- ◆ video; and
- ◆ this training manual.

This training manual covers eight key topics of labour regulation. Each topic provides a "Note to trainer" about the ways in which the trainer can integrate additional materials - video, comic book or enterprise specific materials - to illustrate key points. The initial sections of this manual set out some basic advice in respect of training methods and lesson planning to help the trainer develop the best training program for the new employees at their factory.

TIPS FOR TRAINERS

The following guidelines will assist you to design your induction training program to suit the needs of your enterprise and staff.

Identify the target group for the training activity

As a trainer, try to identify the target group by number, experience, education level and previous training. Without a clear profile of the target group you will have difficulty in identifying the group's real needs.

Identify the specific needs of the identified target group

This requires the trainer to identify the target groups' difficulties, limitations, obstacles, strengths, experiences and expectations to enable the target group, in this case newly employed employees, to improve their knowledge of labour regulation.

☞ **state the objectives that must be achieved if needs are to be met**

Objectives are specific statements of what participants will be able to do as a result of the training activity. For example, by the end of the training the new employees will know:

- their rights in respect of the work they do for their employer; and
- their responsibilities to their employer.

☞ **select the content to be included in the training activity**

The content or subject matter will logically flow from the stated objectives and will center on the topics included in this manual and supported by the video and comic book.

The subject matter should then be arranged in a logical sequence to facilitate learning.

☞ **decide on the form of training**

The trainer should consider the learning needs of the new employees when deciding on a training method.

There are several methods of training, one or all of these methods can be incorporated into a single training activity. The key methods are:

- **Trainer dominated:** concentrating on lectures. More suitable for providing new information to a large number of participants, but should not be used for extended periods.

- **Trainer centered:** concentrating on lecture/discussion and interaction between participants. The trainer makes an effort to engage participants in discussion. This approach requires the trainer to ask questions and use the answers as a key part of the learning process.
- **Learner centered:** involves group discussions, case studies and role-plays in which the trainer delegates much of the learning process to the participants.

☞ **prepare a training outline and timetable**

The trainer should prepare a training outline that sets out the objectives and then arrange the training content into a timetable.

The timetable should have:

- a logical continuity so that one session flows from and into another
- a suitable learning sequence to ensure that participants learn most effectively
- a high degree of integration to ensure that all sessions or parts of the training activity fit together and contribute to its objectives

When preparing the timetable, the trainer should take account of the following:

- allow time for review of sessions
- provide for breaks and rest periods
- don't make sessions too long
- provide time for participants to exchange information, ideas and experiences, and to ask questions
- alternate lectures with activities, tasks and exercises
- schedule key sessions when participants are fresh and concentration levels are high

Presenting information to others

As a trainer you should have a good technical knowledge of your subject. This can be achieved by reviewing this manual. Preparing the technical information for your training sessions by using this manual, is an important part of your work as a trainer. However, much of your success will depend on how you actually present the material to your participants.

Use good verbal communication techniques, such as:

- speaking slowly and clearly
- varying the tone of your voice
- speaking loudly enough that the furthest participant can hear you clearly
- do not using overly technical language
- listening carefully when participants make comments or ask questions

Your training sessions should be supported by the visual aids - the comic book and video - included in the induction kit. This will enable the participants to see what you are saying as well as reinforcing what they hear.

When using the video in your training sessions, follow a number of steps:

- prepare the post-screening activities you will use, including questions to generate discussion and any exercises and role plays
- check that the equipment and power supplies are operating
- give a brief overview of the film and indicate how the film relates to the purpose and objectives of the training
- explain that you may stop the film at certain points
- explain that the screening will be followed by particular activities
- ensure the seating arrangement enables all the participants to see the screen


After you have shown the film, you should:

- encourage participants to comment on and discuss what they have seen
- gradually draw the discussion towards the learning objectives you have set
- further reinforce the film's message through small group discussions centered on questions you have prepared in advance to analyze particular issues highlighted in the film. You might also conduct some role-plays based on critical incidents in the film.

Remember that people learn better if they are having a good time. People remember key messages more easily if there is a nice memory associated with the key message, so the trainer should try to make the lesson fun!

EXAMPLE LESSON PLAN

Lesson plan on Employment contract
(Duration for this topic is one hour)

	<p style="text-align: center;">Note to trainer</p> <p>If the company where the trainer works uses fixed duration contracts the trainer should explain the other type of contract (undetermined duration contracts) and the possibility that the fixed duration contracts can be converted to undetermined duration contracts.</p>
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1. Welcome to all workers & Review the previous lesson [10 minutes]
2. Employment contracts [5 minutes]
 - a. Brainstorming: What is a contract? Have you ever made any contract with another person in your daily life? e.g. buying breakfast, clothes, etc.
 - b. Contracts are an exchange of promises and can be verbal or written
3. What is an employment contract? To establish a relationship between the employer and employees: [5 minutes]
 - a. employee promises to work for employer; employer promises to pay employee.
 - b. employment contract can be verbal or written
 - c. types of employment contract
 - i. fixed duration contract
 - ii. undetermined duration contract
4. Fixed duration contract [15 minutes]




Note to trainer

The trainer should use the company contract to explain in more detail.

- a. Formation
 - i. Written
 - ii. specify starting and ending date
 - iii. maximum of two years, including any renewals

- b. Termination: Normally, a fixed duration contract will terminate ("expire") on the date that is specified in the contract.
 - i. Reason for termination
 - 1. Expiration date
 - 2. Mutual agreement
 - 3. Serious Misconduct & Force majeure
 - ii. Damages
If either party cancel the contract before expiration date, then the other party is entitled to damages.
 - iii. Notice requirement for employer
 - 1. Notice periods
 - 2. If the employer fails to give any notice, then contract is extended.
 - iv. Severance pay
If a contract is terminated, the employee is entitled to severance pay of 5% of all earned wages.

5. Undetermined duration [20 minutes]

	<p style="text-align: center;">Note to trainer</p> <p>The trainer should use the company contract to explain the specifics in more detail.</p>
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- a. Formation
 - i. verbal
 - ii. written for longer than two years

b. Termination

i. Reason for termination

1. By the employer - valid reasons regarding behavior, attitude or work performance
2. By the employee - any reason? The Labour Law does not specify the reasons that the employee can cancel his/her contract.

ii. Damages

If the employer terminates the contract without any valid reason the employee is entitled to damages.

iii. Notice requirement for either party

1. Notice periods
2. If the employer fails to give the proper amount of notice then the employee is entitled to compensation.

iv. Indemnity for Dismissal

If the contract is terminated by the employer the employee is entitled to lay off compensation

1. 7 days of wages for one year service
2. 15 days of wages for each year if the employment service is two years.

I. INTRODUCTION

The Labour Law was established to cover the relationship between the employer and employee arising out of employment contracts. The Labour Law provides rights and obligations for both the employer and employee about recruitment and hiring, working conditions, occupational health and safety and labour dispute resolution.

II. DEFINITION OF EMPLOYEE AND EMPLOYER

A. Employee and labourer

The Labour Law defines who is an employee. An employee is any person who agrees to perform an activity in return for compensation, under the direction and authority of a person or legal entity.

So employees are the people who agree to work under the supervision of an employer, and are paid for that work.

B. Employer

The Labour Law defines who is an Employer: An employer is any person or legal entity that employs one or more employees.

So employers are the people or the company that hire employees and put them to work.



Note to trainer

An employee is always a person. An employer can be a person or a company.

III. WORKER RECRUITMENT


A. Requirement under the law

The employer cannot deduct workers' wages to pay for a recruitment fee or pay a labour recruiter who found the job for a worker.

The Labour Law prohibits the employer from the act of deducting an employee's wages for recruitment.

B. General Enterprise policy on new worker recruitment

Any person who is looking for a job does not need to pay any money in order to acquire that job. A job application form should also be free.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer can refer to the initial scenes in the video and comic book to explain this point.</p> <p>The trainer should also explain the particular recruitment policy of the enterprise to the employees.</p>
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IV. EMPLOYMENT CONTRACT

A. Definition of employment contract

An employment contract is a contract which establishes a relationship between the employer and employee.

In any employment contract, the employee promises to provide services for the benefit of the employer. In exchange, the employer promises to pay the employee.

Other terms of an employment contract include the work time and place, what job duties the employee is to perform, holidays and leaves of absence from work, and other specific details related to the employment relationship.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer can refer to the video and comic book to explain this point. The trainer should also explain the terms and conditions outlined in the contract of employment used in the enterprise.</p>
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B. Types of contracts

Under the Labour Law, an employment contract can be made orally or in writing. This means the contract can be agreed verbally or it can be written down on paper. However, under the Labour Law, certain types of contracts (e.g., fixed duration contracts) can only be made in writing.

The Labour Law provides two types of contracts, fixed duration contracts and undetermined duration contracts. Employers and employees may have different rights and obligations depending upon the type of contract that has been made.

i. Fixed Duration Contract

1. Formation

A fixed duration contract is a contract that establishes an employment relationship between the employer and employee for a specified period of time.

A fixed duration contract has to be in writing, with a specified starting and ending date and cannot exceed two years.

A fixed duration contract can be renewed many times so long as the maximum total duration of the contract does not exceed two years

2. Termination

The Labour Law provides rules for the termination of fixed duration contracts.

A fixed duration contract normally expires on the ending date specified in the contract.

A fixed duration contract can also be legally terminated before the ending date in the contract if (i) both the employer and the employee agree, (ii) serious misconduct has occurred or (iii) because of an act of God (e.g., a fire burns down the factory).

Expiration/Reason for termination

A fixed duration contract expires on the end date set out in the contract. This means that both parties to the contract (i.e., the employer and employee) have an obligation to perform the contract until the contract expiration date.

A fixed duration contract can be legally terminated before the ending date by mutual agreement of both parties.

Generally, a fixed duration contract cannot be legally terminated before the ending date by the will of one party alone, except if one of the parties commits serious misconduct or an 'act of God' occurs.

- Serious misconduct by the employer includes, but is not limited to, refusal to pay wages, and threats or violence against employees.

- Serious misconduct by the employee includes, but is not limited to, stealing, cheating and threats or violence against other employees or the employer.



Note to trainer

The trainer can refer to the scenes in the video and comic book to explain this point.

The trainer should also refer to the enterprise's internal work rules to explain what is considered serious misconduct in the particular enterprise.

So under the law, (except for serious misconduct and acts of God) an employee cannot just decide to quit working before the ending date of the contract; and likewise, an employer cannot just decide to dismiss a worker before the ending date of the contract.

If one party alone (unlawfully) terminates a fixed duration contract before the ending date, then the other party is entitled to damages.

- Damages are monetary payments that a party must make for committing the illegal act (in this case, terminating a fixed duration contract before the ending date and without the mutual agreement of the other party.)
- If the employer terminates the contract prematurely, then the amount of damages that the employer must pay to the employee is equal to at least the amount of money the employee would have received until the ending date of his/her contract plus severance pay.

- If the employee terminates the contract prematurely, then the amount of damages that the employee must pay to the employer is equal to the amount of damages that the employer sustains.

Notice

The employer is required to give prior notice to the employee before the expiration date set out in the contract.

- If the contract is for a duration of between 6 months and 1 year, then 10 days notice is required.
- If the contract is for a duration of more than 1 year, then 15 days notice is required.

Severance Pay

When the contract is terminated the employee is entitled to severance pay which is equal to 5% of wages earned during the length of the contract.

ii. Undetermined Duration Contract

1. Formation

An undetermined duration contract is a contract that establishes an employment relationship between the employer and employee for an unspecified period of time.

An undetermined duration contract can be written or oral, does not have a definite ending date in the contract and can establish an employment relationship that lasts for more than 2 years.


2. Termination

Valid reason for termination

Either party can terminate an undetermined duration contract; but (i) the party must provide prior notice of the termination and (ii) the party must have a valid reason for such termination.

Valid reasons for an employer to terminate an employee's undetermined duration contract include:

- behavior, attitude or skills of the employee.
- serious misconduct committed by the employee

	<p style="text-align: center;">Note to trainer</p> <p>The trainer can refer to the scenes in the video and comic book to explain this point. The trainer should also refer to the enterprise's internal work rules to explain performance indicators and what is considered serious misconduct in the particular enterprise.</p>
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Otherwise, if either party terminates the contract without a valid reason, the other party is entitled to damages. (See "Compensation" below.)

Notice

Either party who wants to terminate their contract is required to give prior notice to the other party.

- If a worker has worked less than 6 months, 7 days notice is required.

- If a worker has worked from 6 months to 2 years, 15 days notice is required.
- If a worker has worked from 2 years to 5 years, 1 month notice is required.
- If a worker has worked from 5 years to 10 years, 2 months notice is required.
- If a worker has worked more than 10 years, 3 months notice is required.

If one party has committed serious misconduct or an act of God has occurred, then the other party does not need to give prior notice of termination.

 **Note**

Therefore, like fixed duration contracts, undetermined duration employment contracts may be terminated without notice, i.e. immediately, and without severance pay or compensation by one party if the other party commits serious misconduct or if there is an act of God.

Both the employer and the employee must carry out their normal contract obligations during the notice period. That is, the employee must continue to work, and the employer must continue to pay the employee's salary and benefits.

To help workers find work, the Labour Law provides that during notice the period the worker is entitled to two days paid leave per week to look for a new job.

☞ **Compensation**

When the employer dismisses a worker the worker is entitled to dismissal compensation.

- If a worker has worked between 6 months and 1 year, the worker is entitled to 7 days compensation.
- If a worker has worked more than 1 year, the worker is entitled to 15 days compensation per year of work, but no more than 6 months compensation in total.

When either party terminates an undetermined duration contract without a valid reason, the other party is entitled to damages.

iii. Probationary contract

A probationary contract provides time for the employer and employee to judge professional skills and working conditions and learn about each other before making a longer-term commitment.

During a probationary period the employer can learn the employee's level of skill, ability to learn and willingness to work hard. Similarly, the employee can learn how the employer treats the employees and if the job is in fact the type of work promised by the employer.

Workers in the garment and footwear industry are considered skilled workers and therefore the maximum length of their probationary period is two months.

Obligation of employer and employee during the contract

An employee is required to work and the employer is required to pay for work done by the employee.

During the probationary period the contract may be terminated without giving prior notice.

Employers may pay a lower wage during the probationary period. Probationary workers in the garment industry and shoe sewing industry are entitled to a minimum wage of USD 40 per month, compared with a minimum wage of USD 45 per month for workers whose probationary period is finished.

In addition to whatever wage is agreed upon, the employer must pay the employee's cost for any round trip travel to and from the workplace if the workplace is far from the employee's normal place of residence.



Note to trainer

The trainer should refer to the enterprise's internal work rules to explain the particular policies relating to probation and probationary workers.

iv. Apprenticeship

Apprentices are a special category of employees who enter a contract with an employer to be professionally trained by working under the supervision and instruction of the enterprise, an artisan or a craftsman.

An apprenticeship is different from usual on-the-job training during a probationary period. In an apprenticeship, the instructor promises to teach the apprentice the skills required for a certain craft or professional trade which the apprentice can then use to earn a living, either as a self employed individual or as an employee.

Sometimes, an unskilled worker starts to work in an apprenticeship, followed by a probationary period, before becoming an employee.

Special rules for apprenticeships in the garment industry

There are special rules for apprentices and workers under probationary period in the garment industry in Phnom Penh:

- minimum wage for apprentices who receive garment training is \$30
- apprentices work 6 hours per day and 5 days per week;
- apprentices are not allowed to work overtime;
- maximum period of training: two months
- at the end of the training, the apprentice is tested if the apprentice passes the test, he/she enters into a probationary period for three months at the minimum wage of \$40 per month
- after completion of the probationary period, workers become sewers at the normal minimum wage of \$45 per month, and
- before termination of the apprenticeship period or probationary period at their end dates, the employer must give one day advance notice to an apprentice and one week advance notice to workers under probationary period, except in case of dismissal for serious misconduct.

V. WORKING CONDITIONS

A. Wages

Definition of "wage"

"Wage" means payment in exchange for work or services that are convertible to cash or set by agreement.

Most people think that "wage," means only the regular payment (usually paid in cash) agreed to in the employment contract. In Cambodia, most employment contracts express salary on a monthly basis – e.g., the wage is \$45 per month. Other contracts may express salary on an hourly or daily basis, for example 10,000 riel per day or \$1 per hour.

Actually, the regular cash payment agreed to in the employment contract is more accurately referred to as the “base wage”.

Other items of payment in exchange for work – in addition to the base wage – are considered “wages” as well. For this reason, the Labour Law makes it clear that the term “wage” includes other items of payment, and refers to an employee’s total employment income.


The Labour Law includes the following in the definition of “wage”:

- the base salary
- overtime pay
- commissions
- bonuses and rewards
- profit sharing
- gratuities
- the value of “benefits in kind”
- family support allocations in excess of any amount required by law
- holiday or compensatory holiday pay
- workers' compensation paid by the employer and
- payments made during disability and maternity leave.

Employers frequently provide other types of payments, called benefits, to their employees. The Labour Law makes it clear that these benefits are not part of the employee’s wage.

Wages specifically do **not** include:

- health care
- any family support payments required by law
- travel expenses
- benefits granted to an employee exclusively for the purpose of helping the employee perform his or her job.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer should show the new employees copies of pay slips and explain each of the components represented on the pay slips.</p>
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The minimum wage & wages in the garment industry

To ensure that workers are guaranteed a fair price for their labour, governments frequently establish a minimum wage. The minimum wage ensures every worker a decent standard of living compatible with human dignity. When a law guarantees a minimum wage, it sets the lowest possible salary that an employer is allowed to pay *any* employee, regardless of what type of work the employee performs. If an employment contract provides for less than this minimum amount the employee can nevertheless claim payment of the minimum wage.

The **minimum** monthly wage for garment, textile and shoe sewing workers is:

- \$40 for probationary workers
- at least \$45 for piece workers, but the rate will depend on the amount of work completed
- \$45 for regular workers.

In addition to the minimum wage, the following bonuses are payable:

- \$5 for workers who come to work regularly on the number of days which must be worked in each month
- 1000 riel per day meal allowance (or a meal) for each day a worker works overtime
- \$2 - \$5 per month as a seniority bonus for workers who have seniority of between one and four years.

The minimum wage for an apprentice tailor is \$30 per month. The period of apprenticeship lasts for a maximum of two months. Having successfully completed the apprenticeship, the apprentice tailor must complete a further probationary period of 3 months. The minimum wage for this probationary period is \$40 per month. After completion of the probationary period, workers become sewers at the normal minimum wage of \$45 per month.


Piece Rate

Some employees are paid for each piece of work, or task they complete. These employees are called “piece-workers”.

The employer assigns piece-workers pieces of work, or tasks to complete, and the employer pays for each completed piece or task, for example \$1 per finished shoe or per agreed number of shirts ironed. Instead of receiving a standard hourly or monthly wage, piece-workers receive payment for work they have completed. However, it is important to note that piece-workers are still employees and are entitled to receive the minimum wage.

Therefore, in the garment and shoe sewing industry, piece workers receive a wage based on the work they have completed. If the output of work allows the worker to receive more than \$45 per month (or \$40 per month during the probationary period), the worker should receive that amount. However, if the amount is less than \$45 per month (or \$40 per month during probation) because the employee doesn't produce enough to earn this amount, the employer shall add an additional amount of money so that the piece-worker earns the minimum wage per month.

Of course, if the piece-worker produces more, the employee is entitled to earn more than the minimum wage.


	<p style="text-align: center;">Note to trainer</p> <p>If the enterprise employs piece rate workers, the trainer should explain the enterprise's piece rate system.</p>
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General rules for wage payment


There are a number of rules about how and where employees must be paid their wage.

- The employer must pay salary directly to the employee unless the employee agrees to another method. This means that no one else can receive the employee's wages unless they have written authorization from that employee.
- The salary must be paid in cash, which is legal tender and cannot be substituted with payments of goods.
- Salary must be paid at the workplace or at the employer's office if it is nearby.

- Employers may not in any way restrict employees from using their salary payments in any way that the employees choose.
- Salary payments must be made on workdays, not on days off. If the regular payment date happens to be on a day off, such as on a Sunday or a holiday, payment must take place before this day off and not after it. This requirement may also be read to require payment during working hours.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer should explain the policy of the company in respect of the manner in which wages are paid, including when wages are paid. The trainer can refer to the video and comic book to help explain this point.</p>
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How to calculate wages, components of pay and pay slips

	<p style="text-align: center;">Note to trainer</p> <p>The trainer can refer to scenes in the video and comic book to explain this point.</p> <p>In this topic the trainer should also explain the system in his/her own factory and make clear to new workers the manner in which wages are calculated, the dates of payment etc.</p> <p>Trainers should show the new employees copies of pay slips and explain each of the components represented on the pay slips.</p>
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B. Deductions from wages

Conditions for wage deductions

A salary deduction is an amount of money the employer withholds, or deducts, from the wage the employer owes to the employee.

The Labour Law restricts the types of expenses and loans that can be repaid by salary deductions and the amount of money that can be deducted at any one time. The employer is only allowed to make deductions from the salary for amounts owed by the employee to the employer for the following:

- union dues, but only with the employee's written authorization;
- tools and equipment of the employer that were required by the employee to do the job, but that the employee did not return to the employer upon termination of the labour contract;
- materials purchased by the employer for the employee's private use;
- reimbursement to the employer for any money advanced to the employee to purchase tools, equipment or materials;
- debts that the employee owes to the company store; or
- cash advance.

The employer may make deductions from future salary payments to repay the loan, but the employer may only deduct an amount, which still maintains a living wage for the employee.

The employer must also make deductions from employees' salary in accordance with Cambodian taxation laws.

C. Working Hours

Total working hours per week and weekly day off

Limiting work hours protects the health and safety of employees. People may fall ill if they do not have adequate rest from work. Overworked employees are more likely to get injured on the job than employees who are rested. In addition, employees need to spend time with their families.

The Labour Law limits the working hours of employees in the following ways:

1. by limiting the number of hours worked per day and
2. by limiting the number of hours worked per week.

The standard workday is 8 hours per day. The standard workweek is 48 hours per week.

The 48-hour workweek must include a period of 24 consecutive hours (one day) of “time off”, when the employee is not working. This time off period should fall on Sunday but the specific day can be changed according to the needs of the business.

An employer must obtain prior authorization from the Ministry before changing the day off to a day other than Sunday.



Note to trainer

The trainer should refer to the enterprise's internal work rules to explain the hours of work set by the enterprise, e.g. the time that work starts and ends.

Overtime work

If an employee works **more** than the established workday, or workweek, the employee is entitled to additional pay, called overtime pay.

1. Principle for overtime work, voluntary basis

Overtime work takes place only on a voluntary basis and the employer is prohibited from forcing employees to work overtime. Employers are also prohibited from taking disciplinary action against workers who refuse to work overtime.

Overtime should be limited to 2 hours per workday in excess of the normal 8-hour workday, resulting in a workday of no more than 10 hours and a workweek of no more than 60 hours.

2. Overtime payment rate on normal day, nights, on holiday or Sunday

The rate of pay for regular overtime is time and a half (150% of the normal hourly rate). An employee earns the regular overtime rate when the employee works beyond the regular work hours on a regular workday, but not during the night hours.

An employee earns double time (200% of the normal hourly rate) when the employee works overtime or works on the weekly day off.

Employees are entitled to not work on a public holiday and still be paid. If an employee does work during a public holiday they are entitled to their regular salary and an additional 100% of their daily wage.



Note to trainer

The trainer can refer to scenes in the video and comic book to explain this point.

Paid holiday

Employees in all enterprises are entitled to enjoy public holidays as non-work days while still receiving their wages as if it was a regular workday.


If an official holiday falls on a Sunday, employees have the following Monday off (or the next non-holiday day) instead. Generally, if Saturday is one of your regular working days you will have that day as a public holiday. If Saturday is not one of your regular working days you will not be entitled to public holidays that fall on Saturday.

Paid leave

1. Annual leave

Annual leave is a period of paid leave that an employee gets away from the workplace each year for rest and relaxation. An employee's annual leave is earned at the rate of one and a half normal workdays per month of continuous service, or 18 days per year.

An employee has the right to use annual leave after one year of service. An employer must allow workers to use their paid leave by taking the time off and cannot just pay workers an extra allowance while requiring them to continue to work.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer can refer to scenes in the video and comic book to explain this point. The trainer should also explain the enterprise's policy on annual leave.</p>
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2. Maternity leave

The Labour Law provides as follows:

- women have the right to 90 days of maternity leave;
- during the first 2 months after returning to work from maternity leave, women are only expected to do light work;

- women employees cannot be laid off during maternity leave or at a date when the end of the notice of lay-off period would occur during the leave; and
- during maternity leave female workers receive half salary and benefits in cash and full benefits in kind, provided that the female employee has worked for a minimum of one uninterrupted year at that enterprise.



Note to trainer

The trainer can refer to scenes in the comic book to explain this point. The trainer should also explain the enterprise's policy on maternity leave.

Breast feeding breaks

The Labour Law provides rights for women employees after they have returned to work from maternity leave.

For the first year after the child's date of birth, breastfeeding mothers have a right to one additional hour (which may be divided into two 30 minutes breaks) per day to feed their new child.

These breaks may not be deducted from the normal breaks.



Note to trainer

The trainer can refer to the comic book to explain this point. If the enterprise has a policy on breastfeeding breaks, this policy should be explained to the workers.

3. Sick leave

Employees are entitled to a period of sick leave of up to 6 months. There is no requirement in the law that employers pay employees for sick leave.

The general practice in the garment and shoe industry is to include the following conditions for sick leave in the Internal Work Rules:

- a. if an employee is sick with a certificate from a doctor, the company pays the full salary for the first month;
- b. for the second and third months, the company pays 60 percent of salary;
- c. from the fourth until the sixth month, the company does not pay, but employee keeps seniority; and
- d. if the employee is on sick leave for more than six months, the company may dismiss the employee in accordance with the law.

The Labour Law provides that employers must cover costs related to work-related accidents.

Employees who are injured by work-related accidents, are entitled to compensation for medical treatment, surgery, prosthetic care, medicines, compensation for the person who takes care of the victim in the hospital and provision of vocational training for example.



Note to trainer

The trainer can refer to scenes in the video and comic book to explain sick leave. The trainer should also explain the enterprise's policy on sick leave and work related accidents.


4. Special leave

The Labour Law authorises employers to grant employees special – or personal – leave for personal reasons that affect the employee’s immediate family.

Employers may grant their employees special leave with pay up to 7 days per year for personal reasons such as:

- the employee’s own marriage
- employee’s wife gives birth
- employee’s children’s marriages
- illness or death of husband, wife, children, father or mother.

If the employee has not already used his/her annual leave, the employer may deduct the special leave from the employee’s annual leave. If the employee has already taken his/her annual leave, the employer may require the employee to make up the hours by working extra hours) taken as personal leave.

	<p style="text-align: center;">Note to trainer</p> <p>The trainer should explain the enterprise's policy on special leave.</p>
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D. No Discrimination

What is discrimination?

Discrimination means treating one particular group of people less favourably than another because of a particular characteristic.

The Cambodian Constitution guarantees all Cambodian citizens equal treatment under the law without regard to “race, color, sex, language, religious belief, political tendency, birth origin, social status, wealth or other status”.

No discrimination on basic of race, union membership, sex, politics, religion

Employers cannot consider the following characteristics when they make employment decisions:

- race;
- colour;
- sex;
- religion;
- political opinion;
- ancestry;
- social origin; and
- union membership or union activities.

Employment decisions are not just the decision to hire an employee, but include all types of employment actions, from the beginning, during, and until the termination of the employment relationship.

No wage discrimination

Discrimination in the payment of wages based on the above characteristics is prohibited.

This means that employees who do the same work, have the same professional skill and seniority should be paid the same amount.

E. No harassment

What is harassment?

Harassment refers to a wide spectrum of offensive behavior. Harassment, in general terms is unwanted conduct affecting the dignity of men and women in the workplace.

Harassment may be related to age, sex, race, disability, religion, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident. The key is that the actions or comments are viewed as demeaning and unacceptable to the recipient.

Sexual harassment

Sexual harassment is any unwanted behavior of a sexual nature committed upon one person by another. Sexual harassment may be verbal, visual, written, or physical. It can occur between people of different sexes or those of the same sex.

The Labour Law prohibits any form of sexual violence, including sexual harassment, against women or children employees in the workplace.



Note to trainers

The trainer could refer to the comic book to help explain to the new employees about the different types of harassment and that this behaviour is prohibited.

VI. FREEDOM OF ASSOCIATION

A. Definition of Union

A union is an association of employees that joins together to elect representatives and determine collective plans of action.

Unions may make Collective Bargaining Agreements (CBAs), which are agreements between a group of employees and one or more employers about wages and working conditions.

Unions or “worker unions” only consist of employees. Employer associations only consist of employers.

B. Right to Join or Not Join a union

All citizens have the right to join trade unions of their own choosing. However, employees and employers must form their associations separately. Union members cannot be discriminated against based on their membership in the union.

Any individual can choose to leave a trade union at any time, and no one can be compelled to join an association. Compelling an individual could include acts such as threats, discrimination, or persecution.



Note to trainers

The trainer could refer to the comic book and video included to help explain this point to the new employees.

C. Free Consultation with other unions

Trade Associations can join confederations and federations, for example, two local unions could join a federation.

VII. OCCUPATIONAL HEALTH AND SAFETY

A. Clean workplace environment

Employers must make sure that the workplace is clean and safe. Employers should regulate the following:

- Temperature, ventilation, noise and dust
- Canteen
- Emergency doors and fire extinguishers
- Chemical and machine safety
- Sanitation



Note to trainer

The trainer can refer to the video and comic book to explain this point. The trainer should also refer to the enterprise's Occupational Health and Safety manual in this section.

B. Proper use of Personal Protection Equipment and machine guards

Workers are required to use different Personal Protection Equipment (PPE) while performing work in particular stations, cutting, spot cleaning, sewing, etc. All machines should be equipped with eye and finger guards which can ensure safety for workers.



Note to trainer

In this section the trainer may wish to refer to the comic book and video to explain this point. The trainer could also demonstrate how to use the different pieces of PPE used at the enterprise.

C. Fire Drill

Workers will regularly practice how to evacuate the factory, in case of an emergency, from the workplace to a safe place.



Note to trainer

The trainer could refer to the comic book when explaining this point. The trainer should also explain the particular enterprise's policy on fire drills.

D. Infirmary

Employers who employ more than 50 employees at one workplace must set up an infirmary. The number of medical staff required at an infirmary depends on the number of employees at the factory. For example, for 901-1400 employees two nurses and 1 doctor must be employed.



Note to trainer

The trainer could refer to the video to show the procedure to go to infirmary or to use service and also should explain the particular procedure of the company.

VIII. OBLIGATION AND RESPONSIBILITY OF WORKERS

A. Internal working rules

Internal rules set out the responsibility of workers. The employer must post the internal rules in a public location in the workplace and on the door of the hiring office. Internal rules or regulations should include at least the following:

- Job applications, apprenticeship and probation
- Job description
- Medical examinations
- Working hours, weekly time off and leave
- Wages, bonuses, and other benefits
- Employee absence
- Use of materials and tools of the enterprise during work performance
- Using the building or base of the enterprise
- Entry and exit of the premises
- Disciplinary actions if an employee violates the internal regulations or commits serious misconduct
- Right of employees to defend themselves before receiving disciplinary sanctions
- Occupational health and safety



Note to trainer

The trainer could refer to the video and comic book to explain this point.

B. Disciplinary Actions

Employers have the right to discipline employees. However, when taking disciplinary measures, the employer must follow the Labour Law and Regulations, and the CBA (if there is one) and internal regulations of the enterprise. For example, the disciplinary action should follow a process of; verbal warning, written warning and dismissal.



Note to trainer

The trainer should introduce and explain the particular disciplinary actions outlined in the enterprise's internal work rules or policies.

C. Occupational Health and Safety Rules

For work safety all workers have to follow all OHS rules.

IX. LABOUR DISPUTE RESOLUTION

Workplace cooperation is encouraged to solve grievances in a timely manor.



Note to trainer

The trainer can refer to the comic book to explain this point. The trainer in this section could introduce the particular enterprise's internal grievance procedure.

A. Negotiation

When there is a problem the employee is encouraged to talk to the employer to find a solution for their problem.

If the problem is not solved through negotiation the employee or employer may proceed to conciliation and arbitration to settle their dispute. The conciliation and arbitration process is considered a 'cooling off period' for the employees and employer. This means that industrial action cannot be taken by the employees or the employer.

B. Conciliation

Conciliation is done by a ministry conciliator who will help both parties to reach agreement. Conciliation for individual disputes is voluntary. Conciliation for collective disputes is required unless the parties have agreed on a different dispute resolution procedure.

During conciliation, employees may not go on strike and the employer may not conduct a lock out.

C. Arbitration

When conciliation fails to solve the dispute, the collective dispute will be referred to the Arbitration Council.

Like conciliation, during arbitration, employees may not go on strike and the employer may not conduct a lockout.

The Decisions of the Arbitration Council are called awards. Awards must be implemented unless one of the parties objects to the award within eight days of notification. If an objection is made, the award is not binding. If there is no objection, then the employer must post a copy of the award in the workplace and in the office of the local Labour Inspectorate.

D. Industrial Action

If either party objects to the arbitral award the other party can take industrial action such as a strike or a lock out.



This trainer's manual was developed by



Community Legal Education Center

