



# Teaching Manual

- **Employment Contract  
under the Labor Law**

TEAM II : BUNNY Sereivathna I

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## **Module Description**

This model will introduce to the reader the foundational knowledge about employment contracts under the Cambodian Labor Law. This teaching handbook will mainly prioritize the basic idea of an employment contract such as the contract objective, types of employment contract, and the termination rights of both the employer and employee. More importantly, this course will act as a guide to help those who are entering the workforces to know about their right within an organization on a day-to-day basis. Students and readers are encouraged to read all the extra learning material listed in this handbook to understand about the topic thoroughly throughout the lesson. This course is intended to be taught through an open-dialogue environment, lecture presentation, quiz and group discussion.

### **Objectives of Module 1:**

This module has three main objectives:

- To provide readers with a general understanding of Cambodian employment contracts.
- To explain the different types of employment contract, its characteristic, differences and its significance.
- To encourage the reader to actively read the law and cases from the Arbitration Council to understand the legal commentary and rationales behind the context of the law.

### **Learning outcomes of Module 1:**

This module aims to

- Provide an overall understanding on employment contracts in Cambodia
- Distinguish between the different types of employment contracts under the Labor Law
- Share the general overview on the Labor Law and real practice in Cambodia
- Showcase termination benefits and other benefits under the Labor Law

## **Section 1.1— Introduction to Employment Contracts**

### **Learning outcomes:**

This section aims to:

- Give a general oversight over employment contracts in Cambodia
- Identify the relevant laws and regulation regulating employment contracts

**Background reading for lecturer:**

- The 1997 Labor Law
- Phallack Kong, ‘Cambodian Labor and Employment Law’
- Erika C. Collins, ‘The Employment Law in Review, 2022

**Module 1 Activity 1 – Brainstorming**

In this activity, the lecturer should begin by dividing students into groups of 3 or 4, allowing them 15 minutes to answer the following brainstorming questions.

At the end of these 15-minute discussion, the lecturer should ask each group to select a representative to provide their answers in front of the class.

**Question 1:** What is an employment contract?

**Question 2:** Who are the parties to an employment contract?

**Question 3:** What is the importance of employment contracts?

**LECTURE CONTENT**

Under the Cambodian legal framework, the main legal instrument governing employment contracts is the Labor Law. The Labor Law provides the basic legal form and scope of a labor contract in Cambodia and details the rights and obligations of employer and worker therein.<sup>1</sup> And an employment contract is also subject to the Civil Code<sup>2</sup>—which governs the formation, forms, effect, and execution of contracts in general.<sup>3</sup> Moreover, the Civil Code also contains guidelines for implementing an employment contract pursuant to the Labor Law.

Both the Civil Code and the Labor Law define employment contracts in a similar fashion. Under the Civil Code, an employment contract is an agreement formed by the promises of one party to perform services under employment, and the other party to pay wages for it.<sup>4</sup> Similarly, the Labor

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<sup>1</sup> [12-Cambodian Labor and Employment Law.pdf \(khmerlex.com\)](#)

<sup>2</sup> Art. 65 of the Labor Law

<sup>3</sup> [12-Cambodian Labor and Employment Law.pdf \(khmerlex.com\)](#)

<sup>4</sup> Art. 65 of the Labor Law

Law defines an employment contract as an agreement that establishes a working relation the worker and the employer.

Based on the definitions provided above, two parties can be discerned: (1) the worker and (2) the employer. Under the Labor Law, “workers” are individuals, who have signed an employment contract for remuneration, under the direction and management of another person.<sup>5</sup> Workers can be categorized differently based on (1) their positions, (2) the stability of their employment, and (3) the method of remuneration.

Positions	Stability of Employment	Method of Remuneration
1. Employees 2. Laborers	1. Regular workers 2. Casual Workers 3.	1. Workers remunerated on a time basis 2. Workers remunerated by amount produced or piecework 3. Workers remunerated on commission

On the other hand, “employers” are defined as persons who pays wages in return for the performance of another person under their direction. In this regard, an employer can either be a natural person or a legal entity, public or private.<sup>6</sup> Moreover, the number of workers being employed is also a non-factor is deciding whether a person is an employer—within the meaning of the Labor Law. As long as a person employs one or more workers, that person shall qualify as an employer.<sup>7</sup>

## Section 1.2 – Types of Employment Contract

### Learning Outcomes:

This section aims to:

- Provide a deeper understanding on the different types of employment contracts under the Labor Law (FDC and UDC)

<sup>5</sup> Article 3 of the Labor Law.

<sup>6</sup> Art. 2 of the Labor Law.

<sup>7</sup> Art. 2 of the Labor Law.

- Distinguish between the FDC and UDC in great detail

**Background reading for lecturer:**

- The 1997 Labor Law
- Nop Kanharith, 'Employment Contract in Cambodia: A Focus on Transforming Fixed-Duration to Undetermined Duration Contract', 2018

## LECTURE CONTENT

Under the Labor Law, there are two types of employment contract: a Fixed Duration Contract (**FDC**) and an Unfixed Duration Contract (**UDC**).<sup>8</sup> In order to differentiate between an FDC and a UDC, three factors must be considered: (1) the duration of employment, (2) the form of the contract, and (3) the existence of a precise expiry date.<sup>9</sup>

### *Fixed Duration Contract (FDC)*

An FDC refers to an employment contract with a maximum duration of two years. Moreover, it must be concluded in written form, and it must include a precise finishing date for when the term of employment ends.<sup>10</sup>

Although FDCs must generally include these elements, there are some exceptions to the rule. Firstly, the Labor Law provides an exhaustible list of situations wherein an FDC is not required to include a specific ending date. In particular, it is not needed where the FDC is drawn up for (1) replacing a temporarily-absent worker, (2) work carried out during a season, or (3) occasional periods of extra work, or a non-customary activity of the enterprise.<sup>11</sup> In such an event, the FDC shall automatically expire upon the return or termination of the temporarily-absent worker, the end of the season, or the end of the occasional period of extra work or the non-customary activity of the enterprise respectively.<sup>12</sup>

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<sup>8</sup> [Cambodia | Employment Contract in Cambodia: A Focus on Rules Transforming Fixed-duration to Undetermined Duration Contract, Japan Labor Issues Vol.2 No.8 \(jil.go.jp\)](#)

<sup>9</sup> [DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022 \(1\).pdf](#)

<sup>10</sup> Art. 67 of the Labor Law; [DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022 \(1\).pdf](#)

<sup>11</sup> Art. 67 of the Labor Law

<sup>12</sup> Art. 67 of the Labor Law

Another exception relates to the maximum duration of an FDC. The Labor Law stipulates that an FDC may be renewed “one or more times, as long as the renewal does not surpass the maximum duration of two years.”<sup>13</sup> Based on Instruction 050 by the Ministry of Labor and Vocational Training (MLVT), this means that the initial term of the FDC plus all the subsequent renewals have a maximum period of four years.<sup>14</sup> However, this interpretation is at odds with past rulings by the Arbitral Council (AC)—which opined that the contractual labor relationship, renewed or not, cannot exceed two years.<sup>15</sup>

### *Unfixed Duration Contract (UDC)*

A UDC is an employment contract not fixed by a maximum duration under the Labor Law; it may either be shorter or longer than two years. And unlike FDCs, a UDC can also be done verbally.<sup>16</sup> However, it is recommended that it be in written form to ensure that all parties are aware of their rights and obligations.<sup>17</sup> Additionally, there is no absolute requirement for a specific ending date under a UDC.<sup>18</sup> Whether or not the parties to incorporate this into the UDC is entirely optional.

It should be noted an employment contract that is initially an FDC may eventually transition into a UDC—regardless of the parties’ original intention. In event that an FDC expires but the work tacitly and quietly continues even after the end of the fixed period, the FDC shall automatically transform into a UDC.<sup>19</sup>

### **Module 1 Activity 2 – Case Studies**

In this activity, the lecturer should invite students to do the following case studies—for students to reflect on what they have learned regarding UDCs and FDCs

**Case Study 1:** In 2021, Hay was hired to work as legal consultant at a law firm. In the written agreement, both Hay and the law firm came to a contractual agreement which stipulates that

<sup>13</sup> Art. 67 of the Labor Law

<sup>14</sup> Instruction 050/19, dated 17 May 2019, on Determination of Types of Employment Contracts issued by the MLVT; [DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022 \(1\).pdf](#)

<sup>15</sup> See Arbitral Award 10/03 Jacqsintex Garment Co., Ltd, dated 23 July 2003. [DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022 \(1\).pdf](#)

<sup>16</sup> Art. 67 of the Labor Law.

<sup>17</sup> [DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022 \(1\).pdf](#)

<sup>18</sup> Article 67 of the Labor Law

<sup>19</sup> Article 67 of the Labor Law

Hai would offer his legal service on a 1-year-renewable term. In 2022, Hai continued to work at the law firm in the absence of any new negotiated agreement. **Is this a FDC or UDC?**

**Case Study 2:** In 2022, Nika entered into a working agreement with CNN Station on a 2-year-term, in which Nika would offer her expertise as a news anchor for the company. In the written contract, both parties agreed that the contract would come to an end on December 31st 2024. Two years later, both parties renewed the contract until 2027. **Is this a FDC or UDC?**



## **Section 1.3 — Termination of Employment Contracts**

### **Learning outcomes:**

This section aims to:

- Explain in great detail the termination process of employment contracts
- Examine the differences between the termination processes for FDCs and UDCs
  - Analyze how a worker’s status can affect the termination procedure

### **Section 1.3.1 —Termination of Fixed Duration Contract (FDC)**

#### **Learning outcomes:**

This section aims to illustrate the process to terminate an FDC, as well as the benefits that workers are entitled to in the event of termination.

#### **Background reading for lecturer:**

- The 1997 Labor Law
- Erika C. Collins, ‘The Employment Law in Review, 2022

## **LECTURE CONTENT**

The Labor Law details very specific circumstances under which an FDC may be terminated. Normally, an FDC terminates at the specified ending date.<sup>20</sup> However, there are cases wherein the FDC may be prematurely terminated. One such cases is where there is mutual agreement between the worker and the employer to end the FDC—provided that this agreement is concluded in writing within the presence of a Labor Inspector.<sup>21</sup>

Even if there is no mutual consent between the parties, the FDC may nonetheless by prematurely terminated in the event of an act of God or a serious misconduct—either by the worker or the employer.<sup>22</sup> And what constitutes a serious misconduct differs for both the employer and the workers under Article 83 of the Labor Law.

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<sup>20</sup> Art. 73 of the Labor Law

<sup>21</sup> Art. 73 of the Labor Law.

<sup>22</sup> Art. 73 of the Labor Law.

Serious Misconduct for Employers	Serious Misconduct for Workers
<ol style="list-style-type: none"> <li>1. Use of fraudulent measures to entice a worker into signing a contract</li> <li>2. Refusal to pay all or part of the wages</li> <li>3. Abusive language, threats, violence, or assault against the worker</li> <li>4. Failure to provide sufficient work to a piece-worker</li> <li>5. Fails to implement labor health and safety measures in the workplace as required by existing laws</li> </ol>	<ol style="list-style-type: none"> <li>1. Stealing, misappropriation, embezzlement</li> <li>2. Fraudulent acts committed at the time of signing or during employment</li> <li>3. Serious infraction of disciplinary, safety, and health regulations</li> <li>4. Inciting other workers to commit serious offenses</li> <li>5. Political propaganda, activities or demonstrations in the establishment</li> </ol>

Additionally, an FDC may also be unilaterally terminated without the justifiable causes listed above; however, the terminating party is required to provide damages to the other party.<sup>23</sup> If the FDC is prematurely terminated by the will of the employer alone, the worker shall be entitled to damages in an amount at least equal to remuneration he/she would have received until the termination of the contract. Alternatively, if the FDC is prematurely terminated by the worker instead, the employer shall receive damages in the amount corresponding to the actual damage sustained.

**For example:** Company ABC entered into an FDC with Jenn with a duration of one-year. However, after six months with the company, Jenn decided to terminate the FDC—upon receiving a new job offer with better pay. Due to Jenn’s premature termination of the FDC, Company ABC could not find a new employee in time—causing the company to suffer \$1,000 in damages. Thus, Jenn is required to provide \$1,000 in compensation to Company ABC.

### *Termination Procedure*

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<sup>23</sup> Art. 73 of the Labor Law. file:///C:/Users/admin/Downloads/DFDL-Cambodia-Contributed-to-The-Employment-Law-Review-2022%20(1).pdf

In order to terminate an FDC, the employer must provide prior notice to the worker regarding the expiration or non-renewal of the contract.<sup>24</sup> At what time prior notice needs to be given is contingent on the length of the FDC itself.<sup>25</sup> If the duration of the FDC is more than six months, the employer must provide prior notice ten in advance.<sup>26</sup> However, should the duration of the FDC exceed one year time, the notice period shall be extended to fifteen days.<sup>27</sup>

Failure to provide prior notice on the part of the employer can be costly. If there is no prior notice, the contract shall be extended for a length of time equal to its initial duration.<sup>28</sup> Moreover, the FDC could be potentially transition into a UDC—should the total length of the initial term and subsequent renewal exceed the maximum duration allowed for an FDC.<sup>29</sup>

**For example:** Virakboth entered into a FDC with Company ABC with a duration of two years. However, Company ABC failed to provide Virakboth with prior notice regarding the contract expiration. Thus, his contract with Company ABC shall be extended for additional two years—making the contract UDC instead.

Nonetheless, it should be noted that prior notice does not need to be given in the case where the worker committed a serious misconduct—which warranted the termination.<sup>30</sup>

### *Termination Benefits*

Workers under FDCs are entitled to different termination benefits depending on whether or not they had committed a serious misconduct during of their employment. If no serious misconduct is committed, workers shall be entitled to the following benefits:

- Severance pay of at least 5 percent of the total salary due to the worker during the entirety of the contract;
- Compensation for unused annual leave<sup>31</sup>; and
- The last unpaid salary

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<sup>24</sup> Article 73 of the Labor Law.

<sup>25</sup> Article 73 of the Labor Law.

<sup>26</sup> Article 73 of the Labor Law.

<sup>27</sup> Article 73 of the Labor Law.

<sup>28</sup> Article 73 of the Labor Law.

<sup>29</sup> Article 73 of the Labor Law.

<sup>30</sup> Article 73 of the Labor Law.

<sup>31</sup> Article 167 of the Labor Law.

However, in the event of a serious misconduct on the part of the worker, he/she shall only receive the last two of the termination benefits listed above.

### **Module 1 Activity 3 – Quiz**

The lecturer should divide students into a group of 3 or 4 to answer the following questions:

**Question 1:** What are the differences between serious misconduct by employer and serious misconduct by workers?

**Question 2:** What are termination benefits under FDCs?

**Question 3:** Please find an example to explain about the termination of the UDC.

### **Section 1.3.2 —Termination of Undetermined Duration Contract (UDC)**

#### **Learning outcomes:**

This section aims to the process to terminate an UDC, as well as the benefits that workers are entitled to in the event of termination. At the end of this section, students will also be able to distinguish between processes of a UDC and an FDC.

#### **Background reading for lecturer:**

- The 1997 Labor Law
- AC Arbitration Award: 205/12 - Su Tong Fang
- AC Arbitral Award 042/:16 - Victoria Angkor Hotel, Issue 1

### **LECTURE CONTENT**

Under the Labor Law, the termination of a UDC proceeds in mostly the same manner as an FDC. A UDC can be terminated in any of the following circumstances: **(1)** when the contract expires or is otherwise completed; **(2)** with the consent of both parties; **(2)** in the event of the serious misconduct or act of God; and **(3)** at the unilateral will of a single party.<sup>32</sup>

However, unlike FDCs, the employer can unilaterally terminate a UDC without having to provide damages to the worker—even though there is no serious misconduct by the worker or force majeure. The employer may end a UDC, provided that there is a valid reason related to the worker’s aptitude or behavior.<sup>33</sup>

**For example:** Company ABC entered into a UDC with Hay. However, Hay routinely comes to work late and consistently underperformed at his assigned tasks. Thus, Company ABC has a valid cause to terminate its UDC with Hay—without having to provide any compensation to him in the process.

#### *Termination Procedure*

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<sup>32</sup> [http://khmerlex.com/Site/images/library\\_file/12-Cambodian%20Labor%20and%20Employment%20Law.pdf](http://khmerlex.com/Site/images/library_file/12-Cambodian%20Labor%20and%20Employment%20Law.pdf)

<sup>33</sup> Article 74 of the Labor Law.

Much like with FDCs, UDCs require the employer to give prior notice to the worker in advance—except for serious misconduct or acts of God.<sup>34</sup> The prior notice period depends on the worker’s seniority (or length of employment). Additionally, the worker shall also be entitled to two days paid leave per week during the notice period in order to look for a new job.

Prior Notice Period	Length of Employment
7 days	Less than 6 months
15 days	6 months to 2 years
1 month	More than 2 years to 5 years
2 months	More than 5 years to 10 years
3 months	More than 10 years

However, instead of prior notice, the employer can opt to provide payment in lieu of prior notice instead.<sup>35</sup> This payment shall be equal in amount to the wages and all kinds of benefits that the worker would have received during the notice period.<sup>36</sup>

### *Termination Benefits*

The benefits to be received by the worker are contingent on the circumstances surrounding the termination. They vary depending on (1) whether a valid reason behind the termination, (2) whether there was serious misconduct by the worker, and (3) whether the worker voluntarily resigned.

Circumstances Surrounding the Termination	Termination Benefits
With Valid Reason	<ul style="list-style-type: none"> <li>○ Payment in Lieu of Prior Notice</li> <li>○ Seniority Payment</li> <li>○ Last Salary</li> <li>○ Payment in Lieu of Unused Annual Leave</li> </ul>
Without Valid Reason	<ul style="list-style-type: none"> <li>○ Payment in Lieu of Prior Notice</li> </ul>

<sup>34</sup> Article 75 of the Labor Law; AAs: 205/12 - Su Tong Fang

<sup>35</sup> Article 77 of the Labor Law; AA, 042/16 - Victoria Angkor Hotel, Issue 1

<sup>36</sup> Article 77 of the Labor Law

	<ul style="list-style-type: none"> <li>○ Seniority Payment</li> <li>○ Last Salary</li> <li>○ Payment in Lieu of Unused Annual Leave</li> <li>○ Damages</li> </ul>
Serious Misconduct by the Worker	<ul style="list-style-type: none"> <li>○ Last Salary</li> <li>○ Payment in Lieu of Unused Annual Leave</li> </ul>
Voluntarily Resignation	<ul style="list-style-type: none"> <li>○ Last Salary</li> <li>○ Payment in Lieu of Unused Annual Leave</li> </ul>

### **Module 1 Activity 4 – Quiz**

Lecturer may assign a group of 3 or 4 students again to answer the following questions:

**Question 1:** What are the differences between the termination process of an FDC and a UDC?

**Question 2:** Is it compulsory for an employer to provide prior notice to employee at the end of worker's contract? Why or why not?

**Question 3:** What are the termination benefits under UDCs?

### **Section 1.3.3 —Dismissal of Ordinary and Protected Workers**

#### **Learning outcomes:**

This section aims to illustrate in what way may a worker be protected from termination. And this section will also demonstrate the differences between an ordinary worker and a special protected worker.

#### **Background reading for lecturer:**

- The 1997 Labor Law
- The 2018 Trade Union Law

### **LECTURE CONTENT**

Although the termination process varies between an FDC and UDC, the status of the worker can play a significant factor as well. Depending on whether a worker enjoys special protection under the Labor Law, the employer may or may not have to undertake additional steps in order to terminate that worker.

The Labor Law accords special protection to certain workers based on their position within a workers' union, or as worker delegates. In order to terminate these special protected workers, the employer must first request authorization from the Labor Inspector.<sup>37</sup> Even if a special protected worker committed a serious misconduct, this would not immediately result in his/her employment contract being terminated. Although the employer may temporarily suspend that worker, he/she cannot terminate the contract unless it is approved by the Labor Inspector.<sup>38</sup>

Nonetheless, the special protection accorded to these workers are not unlimited, and the duration of protection can vary accordingly as follows:

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<sup>37</sup> Art. 43 of Trade Union Law

<sup>38</sup> Art. 45 of the Trade Union Law



Type of Worker	Period of Protection
Founding Members of Union	From the time of applying for union registration to 30 days after the date of union registration.
Worker Delegates	During their term
Candidates for Worker Delegate	During their candidacy
Former Worker Delegates	3 months after end of their term
Unelected Candidates for Worker Delegate	3 months after announcement of election results

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Appendix

\*\*\* គំរូ កិច្ចសន្យាការងារកំណត់ថិរវេលា

ព្រះរាជាណាចក្រកម្ពុជា  
ជាតិ សាសនា ព្រះមហាក្សត្រ

**កិច្ចសន្យាការងារ**

ខ្ញុំបាទ/នាងខ្ញុំបាទឈ្មោះ: ..... អាយុ.....ឆ្នាំ កាន់អត្តសញ្ញាណប័ណ្ណសញ្ជាតិខ្មែរ លេខ  
..... កាន់អត្តសញ្ញាណប័ណ្ណ..... មានអាស័យដ្ឋានបច្ចុប្បន្ននៅភូមិ  
..... ឃុំ..... ស្រុក.....ខេត្ត.....។

ខ្ញុំបាទបានចុះកិច្ចសន្យាការងារជាបុគ្គលិកនៅគ្លីនិកព្យាបាលសត្វពោធិចិនក្នុងរយៈពេល ១ឆ្នាំ។

**លក្ខខណ្ឌការងារ**

- ប្រាក់បៀវត្សរ៍គោលទទួលបាន..... ក្នុង ១ខែ។
- ការងារឈប់សម្រាកប្រចាំឆ្នាំចំនួន ១,៥ ថ្ងៃក្នុងមួយខែសម្រាប់រយៈពេលសរុបចំនួន ១៨ ថ្ងៃក្នុងមួយឆ្នាំ។
- ឈប់លើសពី ១៨ ថ្ងៃក្នុងមួយឆ្នាំ ត្រូវកាត់ប្រាក់ខែតាមចំនួនដែលឈប់មិនមកធ្វើការ ឬធ្វើសងថ្លៃក្រោយ។
- រយៈពេលម៉ោងធ្វើការ ៩:០០ នាទីព្រឹក ចេញ ៥:០០ នាទីល្ងាច។
- ថ្ងៃចូលធ្វើការចាប់ពីថ្ងៃទី ០១ ខែឧសភា ឆ្នាំ២០២២ រហូតដល់ថ្ងៃទី ០១ ខែឧសភា ឆ្នាំ២០២៣។
- និយោជកមានសិទ្ធិបញ្ឈប់ការងារមុនកាលបរិច្ឆេទចំពោះបុគ្គលិកដែលមិនបំពេញតួនាទី បំពេញ ការងារមិនបានល្អ ឬធ្វើអោយមានបញ្ហាដោយចេតនានៅក្នុងកន្លែងបំពេញការងារ ដោយគ្មាន ផ្តល់ប្រាក់បៀវត្សរ៍។
- សេចក្តីជូនដំណឹងអំពីការបញ្ចប់ការងារ៖ ប្រសិនបើនិយោជិតមានបំណងចង់បញ្ចប់ការងារ និយោជិតត្រូវជូន ដំណឹងឱ្យក្រុមហ៊ុនដឹងជាលាយលក្ខណ៍អក្សរក្នុងរយៈពេល ១ខែមុនថ្ងៃឈប់។

ប្រសិនបើនិយោជិតបាទឈប់ធ្វើការមុនលក្ខខណ្ឌខាងលើ ហើយមិនបានជូនដំណឹងឱ្យក្រុមហ៊ុនដឹងជាលាយលក្ខណ៍អក្សរ ក្នុងរយៈពេល ១ខែមុន ខ្ញុំបាទនឹងសងសំណងជាទឹកប្រាក់បៀវត្សរ៍ គោលគុណចំនួនខែដែលបានឈប់ធ្វើការទៅនិយោជក។

កិច្ចសន្យានេះធ្វើឡើងដោយការព្រមព្រៀងជាក់លាក់ពិតប្រាកដ និងសេរីរបស់គូភាគី។ គូភាគី បានអាននឹងបានយល់ពី ខ្លឹមសារនៃកិច្ចសន្យា ហើយយល់ព្រមចុះហត្ថលេខា និង/ឬ ផ្តិតស្នាមម្រាមដៃរបស់ខ្លួនលើកិច្ចសន្យានេះទុកជាកត្តា ចំពោះមុខច្បាប់ ជាភាសាខ្មែរចំនួន២ (ពីរ) ច្បាប់។ ភាគីនីមួយៗរក្សាទុកម្នាក់មួយច្បាប់។ ភាគីដែលរំលោភបំពានលើ លក្ខខណ្ឌណាមួយនៃកិច្ចសន្យានេះត្រូវទទួលខុសត្រូវចំពោះមុខច្បាប់។

ធ្វើនៅភ្នំពេញ, ថ្ងៃទី ៣០ ខែមេសា ឆ្នាំ ២០២១

ស្នាមមេដៃនិយោជក

ស្នាមមេដៃសាក្សី

ស្នាមមេដៃសាមីខ្លួន

**\*\* គំរូ កិច្ចសន្យាការងារមិនកំណត់ចំរើន**

**ព្រះរាជាណាចក្រកម្ពុជា  
ជាតិ សាសនា ព្រះមហាក្សត្រ**

**កិច្ចសន្យាការងារ**

កិច្ចសន្យាការងារនេះ ត្រូវបានធ្វើឡើង  
នៅរាជធានី/ខេត្ត[.....] នាថ្ងៃទី [.....] ខែ[.....] ឆ្នាំ[.....]

**និយោជក** ៖ (.....) ដែលមានទីតាំងនៅផ្ទះលេខ[.....] ផ្លូវលេខ[.....] ឃុំ/សង្កាត់[.....] ស្រុក/  
ខណ្ឌ[.....] រាជធានី/ខេត្ត[.....] តំណាងស្របច្បាប់ដោយលោក/លោកស្រី[.....] តទៅនេះហៅកាត់ថា  
“**និយោជក**” ។

**និង**

**និយោជិត** ៖ លោក/លោកស្រី[.....] កើតថ្ងៃទី[.....] ខែ[.....] ឆ្នាំ[.....] កាន់អត្តសញ្ញាណប័ណ្ណលេខ[.....]  
មានលំនៅដ្ឋានបច្ចុប្បន្ននៅផ្ទះលេខ[.....] ផ្លូវ[.....] ភូមិ[.....] ឃុំ/សង្កាត់[.....] ស្រុក/ខណ្ឌ[.....] រាជ  
ធានី/ខេត្ត [.....] តទៅនេះហៅកាត់ថា “**និយោជិត**” ។

**និយោជកបានព្រមព្រៀងជូននិយោជិតហើយនិយោជិតបានព្រមព្រៀងបានធ្វើការងារជូន  
និយោជកស្របតាមទេវនីខលក្នុងខណ្ឌដូចតទៅ ៖**

**ប្រការ១ ៖ កាលបរិច្ឆេទចាប់ផ្តើមការងារ**

និយោជិតត្រូវបានចាប់ផ្តើមការងាររបស់ខ្លួននៅថ្ងៃទី[.....] ខែ[.....] ឆ្នាំ[.....]។

**ប្រការ២ ៖ មុខងារនិងទីកន្លែងការងារ**

២.១. និយោជិតយល់ព្រមបំពេញការងារក្នុងមុខងារជា “[.....]” ។

២.២. និយោជិតត្រូវបំពេញការងាររបស់ខ្លួនប្រកបដោយវិជ្ជាជីវៈ ស្របតាមក្រមសីលធម៌និងដើម្បីផលប្រយោជន៍  
របស់និយោជក។ និយោជិតត្រូវបំពេញការងារខាងលើដោយខ្លួនឯងដោយយកចិត្តទុកដាក់និងប្រុងប្រយ័ត្ន និងដោយស្មោះ  
ត្រង់ជានិច្ច។

**ប្រការ៣ ៖ ប្រាក់ឈ្នួលនិងអត្ថប្រយោជន៍បន្ថែម**

៣.១. ជាផលតបស្នងនៃការបំពេញការងារ និយោជកត្រូវបង់ប្រាក់ឈ្នួលសុទ្ធសាធ ចំនួន [.....] ដុល្លារអាមេ  
រិកក្នុងមួយខែជូនទៅនិយោជិត។ និយោជិតទទួលបានប្រាក់និងអត្ថប្រយោជន៍បន្ថែមស្របទៅតាមលក្ខខណ្ឌ ដែលកំណត់  
ដោយនិយោជកដូចខាងក្រោម ៖

- និយោជិតទទួលបានប្រាក់ដែលជាអត្ថប្រយោជន៍បន្ថែមចំនួន[.....]ដុល្លារអាមេរិកក្នុងមួយឆ្នាំ (ដប់  
ពីរខែ)។

៣.២. ប្រាក់ឈ្នួលទាំងអស់ត្រូវបើកជូននិយោជិតមួយដងក្នុងមួយខែ រៀងរាល់ថ្ងៃទី[.....] នៃខែបន្ទាប់ លើកលែងតែមានករណីចាំបាច់ណាមួយ ។

**ប្រការ៤ ៖ ម៉ោងការងារ**

និយោជិតត្រូវបំពេញការងាររយៈពេល៨ម៉ោងក្នុងមួយថ្ងៃ ពីម៉ោង[.....] ដល់ម៉ោង[.....] ពីថ្ងៃច័ន្ទ ដល់ថ្ងៃ[.....]។ និយោជកមានសិទ្ធិក្នុងការរៀបចំឲ្យមានការប្តូរវេនឈប់សម្រាកប្រចាំសប្តាហ៍ក្រៅពីថ្ងៃអាទិត្យ និងម៉ោងការងារប្រចាំថ្ងៃ ។ ទោះបីយ៉ាងណាក៏ដោយ និយោជិតឯកភាពថា នាពេលខ្លះការងារខាងលើរបស់ខ្លួនត្រូវឲ្យនិយោជិតបំពេញការងារខុសពីម៉ោងពេលខាងលើ ក្នុងករណីបែបនេះ និយោជិតយល់ព្រមបំពេញការងារបន្ថែម ហើយនឹងត្រូវទទួលបាននូវការតបស្នងស្របទៅតាមច្បាប់ការងារជាធរមាន។

**ប្រការ៥ ៖ ថេរវេលានៃការងារ**

៥.១. កិច្ចសន្យានេះត្រូវបានព្រមព្រៀងគ្នារយៈពេល ៣ ឆ្នាំហើយត្រូវបានបញ្ចប់តាមច្បាប់នៅថ្ងៃទី[.....] ខែ[.....] ឆ្នាំ[.....]។

៥.២. ភាគីនីមួយៗត្រូវជូនដំណឹងទៅភាគីម្ខាងទៀតអំពីចេតនារបស់ខ្លួនក្នុងការបញ្ចប់ ឬ បន្តកិច្ចសន្យានេះយ៉ាងតិច [.....] ថ្ងៃមុនថ្ងៃបញ្ចប់ខាងលើ ។

៥.៣. បើទោះបីជា និយោជិតធ្វើការជូនដំណឹងអំពីចេតនារបស់ខ្លួនក្នុងការបញ្ចប់កិច្ចសន្យាដូចមានចែងក្នុងចំណុច ៥.២. ក៏ដោយ និយោជិត ត្រូវបន្តបំពេញកិច្ចការងាររបស់ខ្លួន ដោយទទួលបានប្រាក់បៀវត្សធម្មតា រហូតដល់ពេលដែលនិយោជករកបាននិយោជិតថ្មីមកជំនួសតំណែងនិងមុខងារនេះ។

**ប្រការ៦ ៖ ការឈប់សម្រាក**

និយោជិតត្រូវបានទទួលសិទ្ធិក្នុងការឈប់សំរាកបុណ្យជាតិ ការឈប់សម្រាកប្រចាំឆ្នាំ ការឈប់សម្រាកពិសេស ការឈប់សម្រាកសម្រាលកូន ។ល។ ស្របទៅតាមច្បាប់និងវិធានស្តីពីការងារជាធរមាន ។ រាល់ការឈប់ផ្ទាល់ខ្លួននានា និយោជិតត្រូវស្នើសុំការអនុញ្ញាតជាមុនពីនិយោជក ឬ អ្នកតំណាងនិយោជក ។

**ប្រការ៧ ៖ ការបញ្ចប់កិច្ចសន្យា**

៧.១. កិច្ចសន្យានេះត្រូវបានបញ្ចប់នៅពេលដល់កាលបរិច្ឆេទបញ្ចប់ដូចមានចែងក្នុងប្រការ៥.១. ។

៧.២. កិច្ចសន្យានេះអាចត្រូវបានបញ្ចប់ផងដែរ ដោយភាគីណាមួយ ដោយមូលហេតុផ្សេងៗទៀតដែលមានកំណត់នៅក្នុងច្បាប់ ឬ បទបញ្ជាផ្ទៃក្នុងរបស់និយោជក។ ការបញ្ចប់កិច្ចសន្យានេះត្រូវធ្វើឡើងតាមបែបបទនិងនីតិវិធីដែលបានកំណត់ដោយច្បាប់និងបទបញ្ជាផ្ទៃក្នុងរបស់និយោជក។

**ប្រការ៨ ៖ ការកែប្រែកិច្ចសន្យា**

លក្ខខណ្ឌកិច្ចសន្យានេះអាចត្រូវបានកែប្រែតាមការឯកភាពរបស់គូភាគី។

**ប្រការ៩ ៖ សុពលភាពនៃកិច្ចសន្យា**

កិច្ចសន្យានេះធ្វើឡើងដោយការព្រមព្រៀងជាក់លាក់ពិតប្រាកដ និងសេរីរបស់គូភាគី។ គូភាគី បានអាននឹងបានយល់ពីខ្លឹមសារនៃកិច្ចសន្យា ហើយយល់ព្រមចុះហត្ថលេខា និង/ឬ ផ្ដិតស្នាមម្រាមដៃរបស់ខ្លួនលើកិច្ចសន្យានេះទុកជាកសុតាងចំពោះមុខច្បាប់ ជាភាសាខ្មែរចំនួន២ (ពីរ) ច្បាប់។ ភាគីនីមួយៗរក្សាទុកម្នាក់មួយច្បាប់។ ភាគីដែលរំលោភបំពានលើខនិងលក្ខខណ្ឌណាមួយនៃកិច្ចសន្យានេះត្រូវទទួលខុសត្រូវចំពោះមុខច្បាប់ និងត្រូវទទួលបន្ទុកចេញសោហ៊ុយចំណាយទាំងអស់រួមទាំងសេវាកម្មច្បាប់និងមេធាវីផងជូនទៅភាគីដែលរងគ្រោះ។

**និយោជិត**

**អគ្គនាយក**

ហត្ថលេខា/ស្នាមមេដៃ\_\_\_\_\_

ហត្ថលេខា និងត្រា\_\_\_\_\_

ឈ្មោះ: [.....]

ឈ្មោះ: [.....]

កាលបរិច្ឆេទ[.....]

កាលបរិច្ឆេទ[.....]

បានឃើញ និងបញ្ជាក់ថា  
គូភាគីពិតជាបានអានខ្លឹមសារកិច្ចសន្យាខាងលើ  
និងយល់ព្រមចុះហត្ថលេខា/ផ្ដិតស្នាមមេដៃនៅចំពោះមុខមេធាវីប្រាកដមែន ។  
ហត្ថលេខា និងត្រា

**\*\*\* Fixed-Duration Contract Sample**

**Kingdom of Cambodia**

**Nation Religion King**

**Employment contract**

My name is ..... Age ..... Year of holding Khmer Nationality Identity Card No.  
..... Holding ID card ..... Current address in Village  
..... Commune ..... District ..... Province .....

I have signed a one-year employment contract with Pochentong Veterinary Clinic.

**Working conditions**

- Base salary received ..... per month.
- Annual leave 1.5 days per month for a total of 18 days per year.
- Annual leave for more than 18 days per year shall be deducted from the salary according to the amount for not coming to work or repaying the next day.
- Working Hours: 9:00 am, 5:00 pm.
- Working days from May 1, 2022 to May 1, 2023.
- Employers have the right to terminate work before the due date for employees who do not perform their duties, perform poorly or intentionally cause problems in the workplace without pay.
- Termination Notice: If an employee wishes to terminate employment, the employee must notify the company in writing one month prior to the holiday.

If the employee resigns before the above conditions and does not notify the company in writing within one month, the employer will reimburse the employer based on the salary for the month in which he / she resigns.

This contract is made with the consent & agreement of both parties. The parties have read and understand the content of the contract and agree to sign and / or fingerprint their contract on this contract as evidence before the law in two (2) copies in English Languages. Each party keeps a copy. The party who violates any of the terms of this contract shall be liable before the law.

Phnom Penh, April 30, 2021

**Employer Signature**

**Witness Signature**

**Employee Signature**

**\*\*\* Unfixed-Duration Contract Sample**

**KINGDOM OF CAMBODIA  
NATION RELIGION KING**

**Employment contract**

This employment contract is made

In the capital / province [.....] on [.....] month [.....] year [.....]

**Employer:** (.....) Located at house number [.....] Street [.....] Commune / Sangkat [.....] District / Khan [.....] Capital / Province [.....] Legally represented by Mr. / Mrs. [.....] hereinafter referred to as "**employer**".

**And**

**Employee:** Mr. [Mr] Born on [.....] month [.....] year [.....] Holds ID card number [.....] Currently resides at house number [.....] Street [.....] Village [.....] Commune / Sangkat [.....] District / Khan [.....] Capital / Province [.....] hereinafter referred to as "**employee**".

**The employer agrees to hire the employee and the employee agrees to work for the employer in accordance with the following conditions:**

**Rule 1: Start date**

Employees will started their work on [.....] month [.....] year [.....].

**Rule 2: Functions and Workplaces**

2.1. The employee agrees to perform the function as "[.....]".

2.2. Employees must perform their duties professionally, in accordance with the code of ethics and for the benefit of the employer. Employees must perform the above tasks on their own with care and attention and always honest.

**Rule 3: Wages and Additional Benefits**

3.1. In return for the performance, the employer must pay a net salary of [.....] US dollars per month to the employee. Employees receive bonuses and additional benefits in accordance with the conditions set by the employer as follows:

Employees receive bonus benefits in the amount of [.....] US dollars per year (twelve months).

3.2. All wages must be paid to the employee once a month, every [.....] day of the following month, except as necessary.

**Rule 4: Working Hours**

Employees must work 8 hours a day from [.....] to [.....] from Monday to [.....]. Employers have the right to arrange for weekly shifts in addition to Sundays and daily working hours. However, the

employee agrees that sometimes his / her above job requires the employee to work outside of the above hours, in such case the employee agrees to work overtime and will be compensated in accordance with the labor law.

**Rule 5: Duration of work**

5.1. This contract is agreed for 3 years and is legally terminated on [.....] month [.....] year [.. ..].

5.2. Each party must notify the other party of their intention to terminate or renew this contract at least [.....] the day before the above deadline.

5.3. Even if the employee notifies his intention to terminate the contract as stated in point 5.2. However, the employee must continue to perform his / her duties with a regular salary until the employer finds a new employee to replace this position and position.

**Rule 6: Leave**

Employees are entitled to national holidays, annual leave, special leave, maternity leave, etc. In accordance with the laws and regulations on labor in force. For all personal leave, the employee must obtain prior authorization from the employer or the employer's representative.

**Rule 7: Termination of contract**

7.1. This contract shall be terminated upon the expiration date as stated in Clause 5.1. .

7.2. This contract may also be terminated by either party for any other reason specified in the employer's rules or regulations. Termination of this contract shall be made in accordance with the procedures and procedures prescribed by the law and the internal regulations of the employer.

**Rule 8: Contract Amendment**

The terms of this contract may be modified as agreed by the parties.

**Rule 9: Validity of the contract**

This contract is made with the consent & agreement of both parties. The parties have read and understand the content of the contract and agree to sign and / or fingerprint their contract on this contract as evidence before the law in two (2) copies in English Languages. Each party keeps a copy. The party who violates any of the terms and conditions of this contract shall be liable before the law and shall be liable to pay all costs, including legal services and attorneys, to the injured party.

**Employees,**

**Witness**

**CEO**

**[Signature]**

**[Signature]**

**[Signature]**

Name [.....]

Name [.....]

Name [.....]

Date [.....]

Date [.....]

Date [.....]

Seen and confirmed

The parties have read the contents of the contract above. And agree to sign / fingerprint in front of a witness.