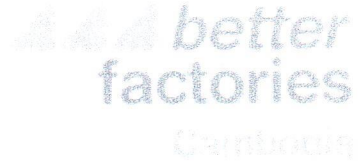




International Labour Organization



Garment Manufacturers Association in Cambodia



## កិច្ចព្រមព្រៀងស្តីពីការការពារពលកម្មកុមារ

ឯកសារនេះបង្ហាញពីកិច្ចព្រមព្រៀងរវាងរោងចក្រកាត់តែប្រសើរនៅកម្ពុជា (ដែលហៅកាត់ថា BFC) និងសមាគមរោងចក្រកាត់ដេរនៅកម្ពុជា (ដែលហៅកាត់ថា GMAC) កាលពីថ្ងៃទី ៨ ខែ មេសា ឆ្នាំ ២០១៤ ពាក់ព័ន្ធជាមួយនឹងការចុះស៊ើបអង្កេតដល់មូលដ្ឋាន និងការផ្តល់ដំណោះស្រាយជុំវិញបញ្ហាពលកម្មកុមារ។ (សូមមើលពិធីសារស្តីពីពលកម្មកុមារ ដែលមានភ្ជាប់ជូន, ឧបសម្ព័ន្ធ ១)។ ខចែងនៅក្នុងកិច្ចព្រមព្រៀងនេះ ត្រូវចាត់ទុកថាជាខ្លឹមសារដាក់លាក់សម្រាប់អនុវត្ត ដូចដែលមានចែងនៅក្នុងអនុស្សរណៈស្តីពីការយោគយល់គ្នា (MOU) ដែលត្រូវបានចុះហត្ថលេខាដោយ BFC, GMAC និងរាជរដ្ឋាភិបាលកម្ពុជា កាលពីថ្ងៃទី ១៨ ខែ ធ្នូ ឆ្នាំ ២០១៣។ គោលការណ៍រួម នៃអនុស្សរណៈនេះ ត្រូវអនុវត្តចំពោះកិច្ចព្រមព្រៀងនេះ។

១. GMAC ត្រូវធានាថានឹងមានការគាំទ្រផ្នែកហិរញ្ញវត្ថុសំណាក់រោងចក្រជាសមាជិករបស់ខ្លួន នៅក្នុងករណីបញ្ជាក់ថាមានពលកម្មកុមារកើតមានមែន។ ការគាំទ្រផ្នែកហិរញ្ញវត្ថុនេះសំដៅលើចំណាយសម្រាប់ការចុះស៊ើបអង្កេត និងការផ្តល់ដំណោះស្រាយ ដូចដែលមានបញ្ជាក់នៅក្នុងឯកសារភ្ជាប់ “ការគណនាចំណាយសម្រាប់ការស៊ើបអង្កេត និងការផ្តល់ដំណោះស្រាយចំពោះករណីពលកម្មកុមារ។”
២. ការបញ្ជាក់ថាមានករណីពលកម្មកុមារ ត្រូវធ្វើឡើង ដោយផ្អែកទៅតាមលទ្ធផលនៃការចុះស៊ើបអង្កេតដល់មូលដ្ឋាន ដែលធ្វើឡើងដោយ BFC។ ឯកសារដែលប្រមូលបាន តាមរយៈការស៊ើបអង្កេតទាំងនេះ នឹងផ្តល់ទៅឱ្យ GMAC និងអ្នកគ្រប់គ្រងរោងចក្រសាមី ទៅតាមការស្នើសុំ។
៣. នៅក្នុងករណីដែលគេអាចបញ្ជាក់ថាមានពលកម្មកុមារ ដោយមិនចាំបាច់ចុះស៊ើបអង្កេតដល់មូលដ្ឋាន ហើយអ្នកគ្រប់គ្រងរោងចក្រយល់ស្របតាមការកំណត់អាយុ ដោយ BFC រោងចក្រនឹងមិនគិតថ្លៃ សម្រាប់ការចុះស៊ើបអង្កេតដល់មូលដ្ឋានឡើយ ប៉ុន្តែរោងចក្រគ្រាន់តែបង់ប្រាក់ស្នើនឹងចំនួនប្រាក់ឈ្នួលតែប៉ុណ្ណោះ (៤១៧ ដុល្លារ សម្រាប់កម្មករម្នាក់ - សូមមើលឯកសារភ្ជាប់)។

៤. ដំណើរការចុះស៊ើបអង្កេត និងបញ្ជាក់ពីករណីពលកម្មកុមារ និងការជូនដំណឹងដល់រោងចក្រ ត្រូវបានកំណត់ នៅក្នុងពិធីសារស្តីពីពលកម្មកុមារ ដែលមានភ្ជាប់ជាមួយនឹងឯកសារនេះ។

៥. BFC ជូនដំណឹងដល់ GMAC ប្រសិនបើរោងចក្រមិនព្រមគាំទ្រដល់ការស៊ើបអង្កេត និងការផ្តល់ដំណោះស្រាយ ដល់ករណីដែលត្រូវបានបញ្ជាក់ថាពិតជាមាន ក្នុងកំឡុងពេលប្រាំពីរ (៧) ថ្ងៃប្រតិទិន ឬ មិនធ្វើការឆ្លើយតប។ នៅក្នុងករណីបែបនេះ GMAC ត្រូវនិយាយជាមួយនឹងអ្នកគ្រប់គ្រងរោងចក្រ។

៦. GMAC ត្រូវបង់ប្រាក់ទៅឱ្យ BFC សម្រាប់ការចុះស៊ើបអង្កេត និងការផ្តល់ដំណោះស្រាយដល់ករណីពលកម្មកុមារ ដែលត្រូវបានបញ្ជាក់ថាពិតជាបានកើតឡើង ប្រសិនបើរោងចក្រមិនយល់ព្រមរ៉ាប់រងចំណាយ ក្នុងកំឡុងពេល ១៤ ថ្ងៃប្រតិទិន។ ការទូទាត់ត្រូវធ្វើឡើងចូលទៅក្នុងគណនីធនាគាររបស់ BFC (ដូចខាងក្រោម) មិនឱ្យហួសពី ២៨ ថ្ងៃប្រតិទិន ក្រោយពេលមានការជូនដំណឹងដំបូងដល់រោងចក្រអំពីករណីដែលបានបញ្ជាក់។

ធនាគារ ៖ ACLEDA Bank Plc.

អាសយដ្ឋាន ៖ អគារលេខ ៦១ មហាវិថីព្រះមុនីវង្ស រាជធានីភ្នំពេញ ព្រះរាជាណាចក្រកម្ពុជា

ឈ្មោះគណនី ៖ International Labour Organisation

លេខគណនី ៖ 0001-01-200411-11

រូបិយប័ណ្ណ ៖ USD

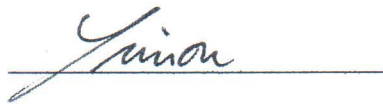
៧. ចំណាយលើការចុះស៊ើបអង្កេតករណីពលកម្មកុមារមានចំនួន ១១២៥ ដុល្លារ (ក្នុងនោះរាប់បញ្ចូលទាំងចំណាយ ៤១៧ដុល្លារ សម្រាប់ផ្តល់ដំណោះស្រាយផង) ដូចដែលបង្ហាញលំអិតនៅក្នុងតារាងគណនា ដែលភ្ជាប់មកជាមួយ (ឧបសម្ព័ន្ធ ២)។ ចំណាយនេះនឹងត្រូវគិតទៅតាមករណីដែលត្រូវបានបញ្ជាក់នីមួយៗនៃកម្មករអាយុក្រោម ១៥ ឆ្នាំ។ និយាយម្យ៉ាងទៀតប្រសិនបើការស៊ើបអង្កេតទាំងនេះពុំបានរកឃើញថា កម្មករនេះមានអាយុក្រោម ១៥ ឆ្នាំនៅពេលជូលឱ្យធ្វើការងារនោះទេ BFC ត្រូវគិតចំណាយលើការចុះស៊ើបអង្កេត។ ចំណាយសម្រាប់ការចុះស៊ើបអង្កេត ត្រូវគិតចំពោះរាល់ករណីកម្មករអាយុក្រោម ១៥ ឆ្នាំ ដែលត្រូវបានបញ្ជាក់ទាំងអស់ ក្រោយពីការចុះស៊ើបអង្កេតរួច ដោយមិនគិតពីអាយុរបស់កម្មករ។

៨ ចំណាយលើសកម្មភាពផ្តល់ដំណោះស្រាយ (ការទូទាត់ប្រាក់ឈ្នួលគិតជាចំនួនមធ្យមរហូតដល់កុមារអាយុបាន ១៥ ឆ្នាំ និងការទូទាត់ថ្លៃបណ្តុះបណ្តាលវិជ្ជាជីវៈ) គឺជាចំណាយ

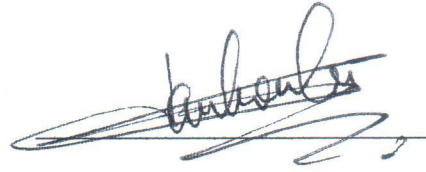
បន្ថែមលើចំណាយសម្រាប់ការចុះស៊ើបអង្កេត និងចំណាយសម្រាប់ការទូទាត់ប្រចាំខែដល់  
កម្មករ។

៩. BFC នឹងលែងជូនដំណឹងដល់អ្នកបញ្ជាទិញពីករណីសង្ស័យអំពីពលកម្មកុមារ ក្រោយពីចុះ  
ហត្ថលេខាលើកិច្ចព្រមព្រៀងនេះរួច។

ឯកភាព ៖



ចានីកា ស៊ីមន  
ប្រធានគ្រប់គ្រងគម្រោងស្តីទី  
រោងចក្រកាន់តែប្រសើរនៅកម្ពុជា  
នៃអង្គការអន្តរជាតិខាងការងារ



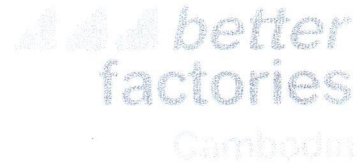
គីន ស៊ីអៀង  
ប្រធាន  
សមាគមរោងចក្រកាត់ដេរនៅកម្ពុជា

ឧបសម្ព័ន្ធ៖

- ១) ពិធីសារស្តីពីពលកម្មកុមារ
- ២) ការគណនាចំណាយសម្រាប់ការចុះស៊ើបអង្កេតលើករណីពលកម្មកុមារ និងការផ្តល់  
ដំណោះស្រាយ



International Labour Organization



## Agreement on Child Labour Protection

This document codifies the agreement reached between Better Factories Cambodia (BFC) and the Garment Manufacturers Association in Cambodia (GMAC) on April 8, 2014 regarding aspects of child labour field investigations and remediation (See Child Labour Protocol, annex I). The provisions of this agreement are to be considered as a specific operational aspect of the Memorandum of Understanding (MOU) signed by BFC, GMAC and the Royal Government of Cambodia on December 18, 2013. The overall principles of the MOU are applicable to this agreement.

1. GMAC will ensure financial support from its member factories in cases of confirmed child labour. Financial support refers to investigation and remediation costs, as included in the attachment "Calculation of Child Labour Investigation and Remediation Costs."
2. Child labour confirmations will be based on BFC field investigations. Documentation gathered through such investigations will be provided upon request to GMAC and the concerned factory management.
3. In instances where child labour can be confirmed without a field investigation, and factory management agrees to the age determination cited by BFC, factories will not be charged for the field investigation, but only monthly payment of an amount corresponding to the wage (\$417/worker – see attachment).
4. The process for investigating and confirming child labour and notifying factories is set out in the attached Child Labour Protocol.
5. BFC notifies GMAC if factory does not agree to support investigation and remediation of confirmed cases within seven (7) calendar days, or does not respond. In such case, GMAC will intercede with factory management.
6. GMAC will pay BFC for investigation and remediation of confirmed cases if factory does not agree to support costs within 14 calendar days. Payment will be made to BFC's bank account (below) no later than 28 calendar days after initial factory notification of confirmed cases.

Bank: ACLEDA Bank Plc.

Address: No. 61, Preah Monivong Blvd., Phnom Penh, Kingdom of Cambodia

Account name: International Labour Organisation

Account number: 0001-01-200411-11

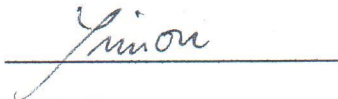
Currency: USD

7. The cost of child labour investigations is US\$ 1,125 (including the \$417 remediation expenses) as detailed in the attached calculation sheet (annex II). This will be charged on the basis of each **confirmed** case of workers under 15 years of age. In other words, if the investigations do not conclude that the worker was under age 15 at the time of hire, BFC absorbs the cost of the investigation. All confirmed cases of under-15 years old workers


resulting from the investigation are subject to the investigation fee regardless the worker's age.

8. The cost of remediation activities (payment of the amount of an average wage until the child reaches age 15, and payment of vocational school fees) are in addition to the cost of the investigation and the cost of delivering monthly payments.
9. BFC will stop its notification to buyers of suspected cases of child labour upon signing of this agreement.

Agreed:



Janika Simon  
Acting Programme Manager  
ILO-Better Factories Cambodia



Van Sou Ieng  
Chairman  
GMAC

Annexes:

- I. Child Labour Protocol
- II. Calculation of Child Labour Investigation and Remediation Costs



## BFC Child Labour Protocol

The effective abolition of child labour is a goal of the ILO and BFC's tripartite partners in Cambodia—the Royal Government of Cambodia (RGC), the Garment Manufacturers Association in Cambodia (GMAC), and unions. Garment workers are sometimes found to have used documents belonging to friends or relatives in order to obtain work. To help combat this, BFC encourages factories to develop effective recruitment practices. In addition, BFC factory monitors observe the entire workplace, review documents, and interview workers for indications that the factory employs children below 15 years old.

### Suspected Child Labour and Field Investigations

- BFC discusses suspected child labour cases with management in BFC 'exit' meetings.
- If suspected workers and factory accept BFC's age determination, no field investigation is conducted. However, if confirmation of suspected cases requires a field investigation, BFC discusses the investigation and remediation process—as well as potential costs—with factory management during the exit meeting.
- BFC asks management to commit in advance to support investigation and remediation costs if the investigation confirms child labour. (See the attached standard agreement).
- Field investigations are conducted by a BFC investigator in workers' home villages within 30 days after the factory assessment. When child labour is confirmed, the investigator discusses remediation options including training/school choices with the children's parents.
- Confirmations of child labour will be based solely on BFC field investigations. Documents collected during investigations will be available to management upon request.

### Findings and Remediation

- If child labour is confirmed, BFC meets with factory management to present investigation results and finalize the remediation agreement. Remediation payment package includes:
  - a. worker's final payment at settlement date
  - b. worker's average monthly salary until child reaches 15 years of age
  - c. training fees (there are no training costs if child is within three (3) months of 15 years)
  - d. BFC investigation cost recovery (US\$1,125 per confirmed case)
- If management has not previously committed to support remediation, management is expected to accept or reject the remediation agreement within seven (7) calendar days.

Factory accepts: Management removes underage worker(s) from the workplace. BFC coordinates payment by factory of average monthly wages until worker reaches age 15 and training centers costs.

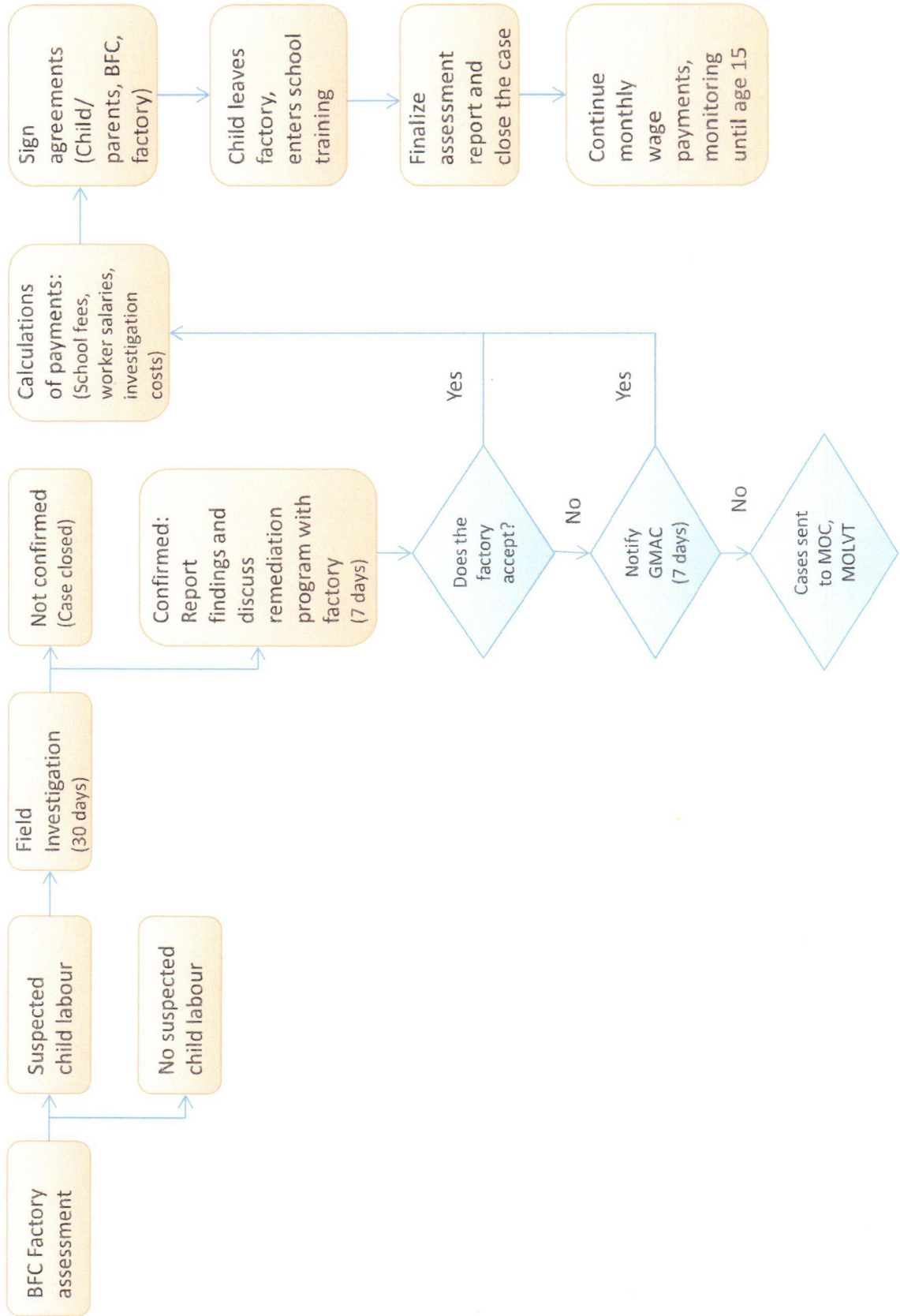
Factory rejects (or fails to respond): BFC notifies GMAC. GMAC intercedes with factory and assures payment of investigation and remediation costs with seven (7) calendar days.

### Reporting

- BFC assessment reports are finalized only after investigation/remediation process is completed.
- Confirmed child labor only is reported to GMAC, factory buyers, and the Minister of Labour.
- BFC or designee continues monthly wages payments and tracks trainee progress until age 15.

Attachments: Child labour protocol flow-chart  
BFC standard child labour remediation agreement

# BFC Child Labour Investigation and Remediation Process



Factory Manager :  
Factory Name :  
Address :

Date :

Dear Sirs/Madams,

Further to discussions on XXX between ILO Better Factories Cambodia (“ILO/BFC”) and XXX. (“your Enterprise”), which owns the above designated factory, I would like to confirm our agreement concerning the employment by your enterprise of XXXX (“the underage Worker”) who was born on xxx, and whose age was xx years and xx days as of XXX, the date she started work at the factory (referred to police record book). She will turn **15** years on XXX, i.e. XX year, XX months and XX days (“underage break”) after the signature of this agreement.

ILO/BFC and your Enterprise have reached the following agreement:

1. The underage Worker will immediately cease to work at the factory of your Enterprise.
2. The ILO/BFC will place the underage Worker in a suitable education/vocational training scheme until she turns 15, unless the underage Worker is within three months of her underage break in which case the Enterprise will not be responsible for education/vocational training costs.
3. Your enterprise has paid in full fees related to the placement of the Worker in the selected education/vocational training scheme, including tuition fees and costs for course materials for the entire period a total of **XX (XX)**; (attached receipt)
4. Your Enterprise will provide the underage Worker, through the ILO/BFC, with a lump sum payment of **XX (XXX)**, equivalent to the wages she would have received had she continued working during the underage break. ILO/BFC will transfer the amount to the underage Worker, normally in monthly instalments.
5. Your Enterprise will further pay a lump sum of **XX (XX)** as a standard flat fee to cover the costs of the investigation conducted by ILO/BFC on confirming the age of the underage Worker at the time of hiring and the costs of overseeing the remedial measures.
6. Your Enterprise will transfer the amounts due under paragraph 4 to 5 above to the [following] bank account [which the ILO will designate in writing]:

**Account Name: International Labour Organisation**  
**Account No: 0001-01-200411-11**

7. ILO/BFC will administer the funds in accordance with its regulations, rules, directives and procedures and will use them only for the purposes specified in paragraphs 4 to 5 above. To the extent that a purpose cannot be fulfilled, a corresponding amount will be refunded to your Enterprise it being understood, however, that the ILO will not be obliged to repay any funds



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irrevocably committed in good faith to third parties.

8. ILO will undertake monthly follow-up visit or calls to ensure that the underage Worker regularly attends the training and does not take up any employment during the underage break period.
9. Should the underage Worker so wish, your Enterprise will re-employ her in a non-hazardous occupation once she turns 15 years. The underage Worker can freely choose whether to accept the re-employment offer or not. However, your Enterprise is not obliged to offer such re-employment or to continue to pay monthly wages if the underage Worker in breach this agreement as determined by ILO/BFC.
10. Your enterprise will ensure it has an adequate system of age verification in place. In particular, management will check the original documentation of workers prior to hiring and keep one photocopy of a reliable, age verifying document(s) on file for each.

To be considered reliable, a document should not appear to be altered, should identify the relevant worker and should not be inconsistent with other readily available documents.

ILO/BFC recommends the use of two age verification documents to allow for cross-checking. Age-verifying documents include the following documents listed in Notice 11/03:

- Identification Card
- Birth Certificate
- Marriage Certificate
- Family Book
- Family Record Book
- School Certificate
- Voter Card

A responsible officer will sight the original documents and sign to this affect on the photocopy.

11. ILO/BFC and your Enterprise will use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this agreement, failing which it will be settled through final and binding arbitration under the UNCITRAL Arbitration Rules.
12. Nothing in this agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by the International Labour Organization.

I would like to request you to confirm this agreement by countersigning this letter in the appropriate space below, and return a signed copy to us.

Finally, I would like to take this opportunity to thank you for your cooperation. Should you feel the ILO could be of assistance to you in the future, please, do not hesitate to contact us.



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Yours sincerely,

Jill Tucker  
Programme Manager

As agreed,

For General Manager: .....

Factory Name: .....

Cc. H.E. Ith Sam Heng  
Minister of Labour and Vocational Training

Mr. Van Sou Ieng  
President  
Garment Manufacturers Association of Cambodia



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Cost Breakdown  
 Child Labour Investigation and Remediation  
*confirmed cases only*

Date: 17.03.14

No.	Cost Description	Total	Remarks
1	Staff salary (\$114*2days)	228	Conduct Investigation
2	Car rental (\$100*2 days)	200	Conduct Investigation
3	DSA for staff (\$45*2staffs*2days)	180	Conduct Investigation
4	Support staff (\$39*1staff*3days)	117	Monthly payment to child
5	Car rental (\$100 days*3 days)	300	Monthly payment to child
6	Other (documents, copy, bank fee....)	100	
<b>Total cost</b>		<b>1,125</b>	

Does not include additional staff time required for meetings with factory management which are necessary in all child labour cases.