

## **Garden leave under the laws of Cambodia**

Garden leave is a practice in which a worker's service or labor is not required but the concerned worker is paid by the employer until the expiry of garden leave period. The term "garden leave" is not found in the laws of Cambodia since it is just one of employment practices. Consequently, its definition and nature may vary in accordance with the practice of each enterprise, sector, industries or country. This article briefly examines the legal implications on such practice.

When and why garden leave is used?

Garden leave has been used by employer for several reasons. One of the reasons is to detach or disconnect the worker from the updated information of the company before the said worker works for new employer. Other reason is to avoid any potential dispute or issue if the concerned worker continues to work during the period of garden leave or until the expiry of termination notice period. Last but not least, garden leave is used for the purpose of the investigation or audit on the questioned worker. Based on the reasons mentioned in the preceding sentences, it is concluded that garden leave is used during life of the employment contract, during the period of termination notice by either party to employment contract or during any period before the termination of employment relations.

Rights and obligations of the parties during the period of garden leave?

Notwithstanding their differences, to some extent, the practice of garden leave is comparably similar to that of work suspension and notice of termination of employment contract under the Labor Law of Cambodia. During the period of garden leave, only the obligation of the worker to perform work or service is required by the employer. However, other rights and obligation of the worker and employer must continue to be implemented until the end of the period of the garden leave or until the end of employment contract. In other words, the employer must pay worker all wages and benefits the worker would have received as if the concerned worker has actually worked for the employer. On the other hand, the worker's obligations of confidentiality, non-competition and loyalty toward employer remain unchanged or unaffected during the period of garden leave.

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