



STANDARD CONTRACT FOR DOMESTIC WORK IN THAILAND

This contract is available in multiple languages at <http://www.idwf.org/myfairhome>. Parties should be provided with a contract in a language that they understand. Please ensure that you are using the most up to date version of this contract. Please tick any relevant boxes clearly: or

The provisions in this column include the minimum conditions for decent work that must be provided by law to domestic workers under the Thai Labour Act B.E. 2541 (1998) and Ministerial Regulation No. 14 B.E. 2555 (2012).

This column includes guidance for good employment practices based on the ILO Domestic Workers Convention, 2011 (No. 189) and protections offered to other workers under Thai Law. Special provisions for workers aged 15-18 are also recommended based on the ILO Worst Forms of Child Labour Convention, 1999 (No. 182) and the ILO Minimum Age Convention, 1973 (No. 138).

PARTIES TO THE CONTRACT

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The Employer: (Mr/Ms) _____

Address _____

ID card/Passport No. _____

And

The Worker: (Mr/Ms) _____

Address _____

ID card/Passport No. _____

The Worker certifies that s/he is at least 15 years old on the date of entering into contract.

The minimum legal working age in Thailand is 15. If the Worker is under the age of 18 additional provisions should be applied as below.



The Parties to this contract agree to the following terms and conditions:

1. START DATE

1.1 This contract is valid from ____ / ____ / ____ Both Parties have the right to terminate the contract by giving advance notice as specified in section 10.1.

Even if the employment contract is terminated, all workers have the right to wages for work already completed.





2. HOUSEHOLD INFORMATION

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2.1 Household address _____

2.2 House size

The property has ___ floor(s), ___ bathroom(s), ___ bedroom(s), ___ living room(s), ___ kitchen(s) and ___ other rooms.

Total size _____ sq. m

2.3 Household members

___ individuals of whom ___ are children (_____ years old) and ___ are aged persons requiring care.

If the Worker is required by the Employer to perform tasks for other households or at other properties, these should be agreed to mutually and paid accordingly.



3. JOB DESCRIPTION

3.1 The Worker will be responsible for the following tasks.

For more detailed descriptions, please see Annex 1.

(Please tick all that apply)

Housekeeping

- Cleaning
- Cooking
- Laundry
- Special Events

Care Work

- Child Care
- Elderly Care
- Sick/Disabled Care

Other

- Gardening
- Pet care
- Automobile maintenance

3.2 The Employer shall obtain agreement from the Worker before assigning changes to the tasks agreed to here or in Annex 1. All amendments to the tasks and any additional pay shall be recorded in Annex 2.

Workers under the age of 18 should not be assigned tasks specified as hazardous in the law, for example, handling dangerous chemicals or excessively heavy lifting.



4. WORKING HOURS

Parties can record details and hours of work in the Weekly Timesheet and Payslip (Annex 3).

4.1 The Worker shall work _____ days per week. A full-time Worker is entitled to a minimum of one full day of rest per week.

The weekly rest day will be: _____

4.2 Working hours are from _____ to _____ amounting to a total of ___ hours per day. If the hours vary by day, please specify:

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Saturday _____

Sunday _____

4.3 The Worker is entitled to _____ minutes of paid break time for every five uninterrupted hours of work. The parties can agree to divide this into intervals.

Parties should agree together on the weekly rest day, taking into consideration family commitments and religious beliefs and practices.

Normal working hours should not exceed 8 hours per day (48 hours per week). Any hours worked in excess of 48 hours will incur overtime rates. The maximum overtime permitted is 36 hours per week (in addition to the 48 normal working hours).

The rest periods between working days should be at least 11 hours.

Workers under the age of 18 are prohibited from working over 48 hours per week and between the hours of 22.00 and 6.00.



Workers in Thailand are generally entitled to 60 minutes of paid break time for every five hours worked (four hours for workers under 18).



5. WAGES

5.1 The Employer agrees to pay the Worker for her/his work in cash at the following rate: ____ Baht per day/week/month (please circle), equivalent to ____ Baht per hour.

5.2 The Employer agrees to pay the wages on the following basis:
(Please tick one option)

- Weekly Fortnightly
 Monthly on the ____ (specify date) of each month.

5.3 If required to work on previously agreed weekly rest days, public holidays or annual leave days, the Worker is entitled to holiday pay at twice the normal hourly rate.

5.4 The Employer and Worker can agree to the following:
(Please tick all that apply)

- The Employer will provide the Worker with a payslip for every payment (Annex 3).
 The Parties will regularly review and adjust the Workers' wages to ensure that they reflect the Worker's experience and workload.
 The Worker will be paid for overtime at a rate of ____ Baht per hour.
Overtime refers to those hours worked in excess to the normal working hours specified in the contract.
 The Worker will be paid for standby hours at a rate of ____ Baht per hour.
Standby hours refers to those hours where the worker is 'on call' and not free to use their time as they please. Standby hours must be assigned at the consent of the worker.

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The Thai minimum wage is 300 Baht for eight hours of work, i.e. 37.5 Baht per hour. Wages should be paid directly to the Worker and no substitutions for cash (e.g. clothes, food, or other payment in kind) should be used as payment.

In Thailand, it is customary for employers to pay workers an end of year bonus equivalent to one month's wages.

Wages should be reviewed yearly and increased by a minimum of 3 per cent to reflect rising living costs and inflation.

The standard overtime rate is 1.5 times the normal hourly rate, and at least 3 times the normal hourly rate during holidays.



6. HOLIDAYS AND LEAVE

6.1 The Worker is entitled to ____ days of public holiday per year (minimum 13, must include national Labour Day) with regular pay.

When a public holiday falls on a weekly rest day, the worker is entitled to take off the following working day. The Parties shall specify which public holidays the Worker is entitled to (Annex 4).

6.2 A full-time Worker is entitled to ____ days of paid annual leave (minimum 6 days).

If the Worker has worked less than one year, the number of annual leave days shall be calculated proportionately at a ratio of one annual leave day per every two months of work.

Workers under the age of 18 are entitled to attend meetings and seminars, receive training or take leave for other activities organized by places of education. This leave should be paid and not exceed 30 days per year.



If a part-time worker is not granted paid annual leave, the Employer should reflect this by increasing the hourly or daily wage.

Parties may agree to other personal leave, such as compassionate leave or leave for training.



7. LIVING AND WORKING ENVIRONMENT

7.1 The Parties commit to create a working and living environment free from all forms of abuse, harassment and violence.

7.2 The Employer shall ensure that the assigned work tasks, tools and environment are not hazardous to the Worker's health, dignity or property.

7.3 The Worker has the responsibility to report any damages or defects in the house to the Employer.

7.4 The Worker lives in the Employer's home: Yes
(Please tick one option) No

Employers should provide workers with appropriate protective equipment when necessary, such as gloves for handling strong chemicals and stable and safe step ladders.

7. LIVING AND WORKING ENVIRONMENT (CONTINUED)

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7.4.1 If the Worker lives in the Employer's home, the Employer agrees to provide reasonable and proper accommodation, including access to a lockable bathroom, free of cost.

The Worker's room shall be: Private
(Please tick one option) Shared with _____

7.4.2 The Worker will be provided with:

(Please tick if applicable)

Three meals per day
 ___ meals per day and a food allowance of ___ Baht per week/month
(please circle)

7.5 A live-in Worker is free to leave the house and dispose of their free-time as they choose during periods of daily and weekly rest, public holidays and annual leave.

7.6 The Worker has the right to keep in their possession their travel and identity documents and other personal belongings.

The worker's room should be ventilated, have adequate living space and be at an appropriate temperature.

No deductions from pay should be made for accommodation and food.

8. SOCIAL PROTECTION

8.1 Illness or injury arising from work

(Please tick if applicable)

In the event that the Worker suffers injuries or illness arising from work or work-related travel, the Employer will arrange immediate medical treatment and pay necessary medical expenses.

8.2 Other illness or injury

8.2.1 The Worker is entitled to 30 days sick leave with pay per year.

The Employer may require the Worker to provide a medical certificate or doctor's note if the leave exceeds three consecutive days. Days on which the Worker is unable to work due to injury or illness arising out of employment are not regarded as sick leave.

8.2.2 In case of illness, the Worker's medical expenses will be covered by:

(Please tick at least one option)

- Section 40 of the Social Security Act (for Thai nationals only), with the Employer contributing ___ baht to the monthly fee.
 The Migrant Health Insurance Scheme (MHIS - for migrant workers only), with the Employer contributing ___ baht to the annual fee.
 Private medical insurance provided by the Employer

8.3 Maternity Protection

(Please tick if applicable)

If the Worker becomes pregnant, the Parties agree that:

- The Worker will be entitled to ___ days maternity leave of which ___ days will be paid leave.
 The Worker will be entitled to ___ months maternity leave without pay.

Employers are generally required to register their Workers and contribute to the Workmen Compensation Fund. Since domestic workers are excluded from this protection, it is strongly advised that the Employer should be responsible for covering medical expenses for illness or injury arising from work.

Absence from work due to illness with reasonable limits is not a reason for termination.

Thai nationals are able to register for social security benefits under section 40 of the Social Security Act. Employers should pay the monthly fee (100-150 baht) to benefits for the Worker. More information is available on the Social Security Office website.

Migrant workers are required to register under the MHIS scheme, which includes an annual health check-up and medical insurance. The Employer should pay the annual fee (2,100 baht).

Workers are generally entitled to 90 days maternity leave. Wages during this period are usually paid by the Employer (up to 45 days) and the Social Security Office (remaining 45 days).



9. DISPUTE RESOLUTION

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The Parties agree to discuss any concerns about the working relationship in the spirit of maintaining a harmonious working environment. If the Employer and the Worker have a dispute regarding their respective rights and obligations under this employment contract or under Thai law, the Parties agree to consult a third party independent mediator to discuss the issue. Recourse to labour inspectors or court proceedings will occur after mediation avenues are exhausted, if one of the Parties refuses mediation, or if actions by either Party warrants legal action.

All workers, regardless of their legal or immigration status, are entitled to access courts, tribunals or other dispute resolution mechanisms.

Homenet Thailand can be contacted for third party mediation services. Contact information can be found at the end of this page.



10. TERMINATION OF CONTRACT

10.1 Both Parties have the right to terminate the contract by giving advance notice in writing to the other party at or before any due date of wage payment in order to take effect on the following due date of wage payment.

10.2 In case of breach of contract, both Parties have the right to terminate the contract and claim compensation arising from the breach so as to restore the Parties to the position they could reasonably expect had the contract not been breached.

10.3 At the end of the employment relationship, the Employer shall provide the Worker with a certificate stating the length and nature of the Worker's services, regardless of the conditions under which the contract was terminated.

10.4 If the Worker is dismissed without fault, the Employer agrees to provide the Worker with a payment amounting to ____ months of salary for every ____ months worked.

Breaches of contract include for instance the failure by the Employer to pay wages, or the failure by the Worker to perform the agreed to tasks.

Workers in Thailand are generally entitled to severance pay that is proportional to the time they have worked. For example, for three months of work, the severance pay is one month's wages.



ANNEXES

1. WORK TASKS

2. CONTRACT AMENDMENT

3. WEEKLY TIMESHEET AND PAYSリップ

4. OFFICIAL PUBLIC HOLIDAYS IN THAILAND

This contract is made in duplicate. The Parties to the contract, having read and understood the entire substance of the contract, hereby sign their names.

Signature of Employer
Date / /
Place

Signature of Worker
Date / /
Place

This contract has been developed in consultation with Homenet Thailand as part of the "My Fair Home" Initiative - an International Domestic Workers' Federation (IDWF) campaign with assistance from the ILO and support from the Australian Government Department of Foreign Affairs and Trade. If you would like to further support domestic workers' rights, please visit www.idwfed.org/myfairhome where you can ratify ILO Convention No. 189 in your own home.

For further information please contact:

Homenet - Foundation for Labour and Employment Promotion

Phone +662 513 9242

Website <http://www.homenetthailand.org>

Email center@homenetthailand.org

Additional resources:

Anti-Trafficking 24/7 Hotline: ☎ 1300

Police: ☎ 191

Department of Labour Protection and Welfare

(in case of labour rights violations): ☎ 1546