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Employment contract template thailand

Under the employment legislation in Thailand, it is not necessary to be enforceable in writing. Foreign employees are advised to request a written employment contract to be sure of their conditions and conditions of employment. The foreign staff member's contract may be written in English, but it will have to be translated into Thai if a copy is required at the time of applying for a work permit, or if the contract must be drawn up in a court case. The Labour Protection Act of B.E. 2541 (1998) and the Civil and Economic Code lay down the rights and responsibilities of employers and employees. Under Thai employment law, an employment agreement may not contain conditions below the minimum standards laid down by law. If the agreement contains an uncompetitive clause, this part of the agreement falls under the Unfair Contract Terms Act. The Labour Act covers all areas of employment, including working hours, holidays, overtime, hospital, notice, permission, where, inter alia, summary termination is not allowed. In most cases, if a worker is dismissed on a reason which is not permitted under the Labour Act, they are entitled to severance pay at rates determined by length of the employment period. The law also provides for additional rights for employees in the event of job terminations due to technological changes, and when it is the result of a change in the location of the business or when the company ceases to operate. On a case-by-case basis, the employment tribunal may consider additional compensation for unfair dismissal. Both Thai and foreign employees are involved in the law, regardless of whether they work for Thai companies or international companies operating in Thailand. There are civil and criminal penalties that apply to employers who don't follow the law. Special rules apply to foreign employees and these are laid down in the Foreign Employment Act. Under Thai employment law, a maximum of 120 days of probationary period is allowed. Employers must provide their employees with at least 13 official holidays per year, an additional six days of leave after one full year of work. Employees are also legally entitled to 30 working days of hospitality per year, on full pay. In addition to sick leave, a woman who is pregnant is entitled to 90 days of maternity leave, of which 45 are full-time. In addition to salary or salaries, all employment-related benefits shall be regarded as estimated income for tax purposes. Termination of employment for a reason, i.o. without prior notice and allowance, is governed by the Labour Act and the Thai Civil and Economic Code. The causes used include gross negligence on the part of the employee, self-deprecity, dishonesty or criminal offence. On leaving the service without reason, the employer is obliged, in addition to the requested notice, to pay the severance pay to the worker according to the length of the permanent job of the employee. Juslaws & Consult can offer advice and assistance in the preparation of employment contracts in Thailand. Juslaws & Consult may also represent the client or company in the event of conflicts that may arise in the relationship between the employer and the employee. For more information, do not hesitate to contact us. The adjusted Thai contract is an adapted contract, including specific changes and details of the parties in Thai and English, ready for use and registration. Almost everything can be done online for lower costs than offered by virtually all traditional law offices in Thailand. A local lawyer's help service is available to help you register with government departments (if necessary and if necessary). In preparing a contract of employment, it is essential that the services of a qualified legal professional be communed, rather than resorting to proposals such as online. An important consideration is that employment contracts are ultimately abstract legal rules and the application of these rules in real terms can lead to certain results that were not initially expected. This consideration is particularly important if one considers that the Law on Work and Employment in Thailand is particularly complex, as there are a web of legislation, administrative regulations and rulings by labour courts. It is particularly important that the existence of a valid employment contract includes the circumstances of the case as much as the words written in the physical contract itself. Here's a look at the following situations. In the event that the employer wishes to sue the employee for breach of the employment contract, the employment tribunal may in fact decide that the employment contract never existed. Such a decision may be taken where the employer does not determine the essential characteristics of the employment contract, such as place of employment, working time, weekly leave and penalties for breach of contract. Even if the employer would have to have an employee registered as one, it can be concluded that the employment contract does not actually exist where it cannot be established that the employer has the power and control of the employee. In addition, there are cases where there may be a separation as to whether an employment contract is not actually a work hire contract, which is legally two separate things. One example is the situation where a restaurant hires a singer to perform every day at its establishment. In such circumstances, the employer or restaurant is more likely to be treated in obtaining a specific result; This is a singer who will perform and provide an atmosphere for customers. The restaurant does not necessarily require it to hire any particular singer. Therefore, in such a case, the courts will be able to conclude that such an agreement is a labour rental agreement. In any case, regardless of whether the contract between the restaurant and applicable to the employment contract will depend on the facts of the case. If the terms of the agreement do not provide for annual leave or paid sick leave, as is customary in most employment contracts, then the employment tribunal would most likely find that such a contract is not an employment contract. Thailand's employment laws are complicated. As mentioned earlier in the preparation of the employment contract, it is important to use the thai lawyer's services to help prepare and review the terms of the contract. We appreciate you for sharing our post: Category: Civil and Commercial Law, Protection of Labour Many of us face employment problems with potential legal consequences at some point in our careers. When faced with such difficulties, an employee can often make some mistakes, causing misunderstandings and bitterness towards the employer. This can lead to a bad situation for both sides. For employers, stories of ill-treated disciplinary actions or terminations tend to spread across the vine and can deter quality candidates from seeking positions in the company. There are ways to do that. First of all, it should be noted that the employment contract applies to both full-time and fixed-term employees, since they usually have contracts for full-time employees. Even if there is no written contract, a contract will be concluded between the employee and the employer, which determines the relationship. Thai law says the contract may be oral or written. Ideally, it has to be written. In essence, there are two instances of infringement under Thai legislation on the protection of work, one being a serious infringement and the other being incompetence or failure to fulfil obligations. To examine the effects and consequences of breach of contract means to examine all relevant laws and regulations relating to labour law. The main piece of legislation is the Law on the Protection of Part B.E 2541 (1998), and the binding provision is in the Civil and Commercial Code. Proceedings for the termination of this type of infringement depend on the rules of each undertaking. However, if, on receipt of the first warning letter, the employee continues to repeat the malfunctioning or does not improve, the employer shall generally have the right to withdraw from the contract within a reasonable period of time from the service of the warning letter. The law says one warning letter is sufficient, although many believe three letters are needed. However, sometimes the rule of the company is that three letters are needed. However, despite the infringement and notwithstanding the fact that a warning letter is issued, the worker must be paid a severance payment after termination. Under Article 118 of the Labour Protection Act, severance pay is paid even if the worker is terminated after she has not fulfilled her duties. This applies to minor types of infringements and not to larger ones. Exceptions to the severance pay rule include cases in which an employee is, after a certain period of time, project, such as a fashion show or the construction of a house. The project should be a temporary project. If the work is not a specific project and temporarily in kind, then the employer may be required to pay severance pay depending on how long the worker has worked. Special severance pay must be paid if employees are dismissed as a result of a technological advance. The law does not determine the amount but is in addition to ordinary severance pay in accordance with Article 118. Special severance pay is also due if the employer does not give the worker at least 60 days' notice before leaving. From a Western point of view, it seems odd that Thai law grants money to employees who do not fulfil their duties. Under UK employment law, there are no grounds to award compensation for an employee's failure, she said. Even from a Western perspective, the severance rates allocated under Thai law for relentless dismissals are very low. Severance pay does not repay the employee's consequent loss and the damage they have suffered as a result of the failure, with cases of loss of at home, loss of family life, loss of partners, loss of self-esteem, loss of confidence and loss of health. In the case of a breach of the confidentiality clause, it must be demonstrated that the information was genuinely confidential, not only part of the employee's knowledge, whether or not he was employed at work. In order to avoid conflicts and labour disputes, the terms of the employment contract should be reviewed annually to ensure that they accurately reflect the job and position of the employee of the undertaking. Employees should be provided with detailed working rules and conditions of employment and detailed complaints and disciplinary procedures should be laid down in writing and provided to the staff. In order to be of convenience to both parties, a standard form of employment contract should be drawn up for each level and rank of the employee, setting expectations for that level of employment. Employment contracts with foreign employees should be drawn up in clear English in order to avoid conflicts. In the event of constructive denunciation, a term that may not be dismissed locally as a concept of law as an example may cover cases such as an inactive place. In fact, constructive dismissal involves cases where an employee's working life is so difficult to start hating work, or maybe moving to another job that is not really an important job. Employees who are in such situations often feel they have no choice but to leave, but this is not a technique that should be used to force an employee to resign. Constructive denunciation is an expression of common law, it is not something that is strictly applicable to Thailand. Some companies in the West use this tactic, but in the West the term is recognised, in Thailand people do not understand it. In common Thai law, resignation under coercion is not a resignation in law. This is an illegal interruption. Termination.