

(Sample)
Employment Contract

This agreement is made onat
Between.....of.....
(hereinafter referred to as the “Employer”) and
Address.....
(hereinafter referred to as the “Employee”). Both parties agree on the following:

1. Job assignment and wages

The Employer hereby engages the Employee and the Employee agrees to work for the Employer in the capacity ofat the rate of.....per/hour/day/month.

In case of wage earned on an hourly basis, the total monthly wage shall not be less than

(In case the Employee receives any special allowances, the amount and date of the special allowances must be stated clearly together with the date of the payment on the regular wage).
.....
.....

2. Duration of Contract and worksite

The duration of the contract is for.....month/year(s) starting from the day of arrival of the Employee in (country)and the worksite is at.....(in detail)

The Extension of the contract shall be mutually agreed upon between the Employer and the Employee.

3. Probation Period

The Employee shall work on probation for a period ofdays (according to local labour law), starting from the first working day.

If the Employer should find during the probation period that the Employee is not qualified for the job assigned, the Employer may either offer the Employee other appropriate job or position with the consent of the Employee, or cancel the contract and repatriate the Employee to domicile in Thailand

4. Working hours

The working hours shall not exceed.....hours a day, 6 days per week.

5. Holiday and leave

The Employer shall arrange for the Employee.....day(s) off weekly with regular pay.

The Employer shall arrange for the Employee.....day off per year on local official holidays with regular pay.

Annual leave ofdays shall be allowed by the Employer for the Employee when completed one year employment with regular pay.

6. Overtime

If the Employee works more than the normal working hours on the regular work day, the Employee shall be paid extra for overtime by the Employer at the rate ofper hour (not less than the minimum rate set by the local labour law).

If the Employee works on holidays, the Employee shall be paid extra for overtime by the Employer at the rate of.....per hour/day (not less than the minimum rate set by the local labour law).

7. Food

The Employer shall provide the Employee free of charge three meals a day or food allowances ofper day/month.

8. Accommodation

The Employer shall provide the Employee safe and hygienic accommodation free of charge during the term of contract.

9. Medical Treatment

In the event of the Employee's illness or accident caused by work during the period of the contract, the Employer shall both provide all necessary medical treatment free of charge to the Employee, and in the meantime pay regular wage and compensation on terms not less than those stipulated by the local labour law.

In the even of death of the Employee, the Employer shall bear all expenses incurred in the transport to domicile in Thailand the remains of the deceased and all of his personal belongings.

10. Travel and Transportation

The Employer shall pay for the cost of travel for the Employee from Thailand to.....as well as pay and arrange for the transport to his assigned housing. The Employer shall also pay for the cost of the return travel to Thailand in all cases, except that the Employee is at fault or terminates the contract.

11. Obligation

11.1 The Employee shall abide by the rules and regulations of the Employer's company stipulated in conformity with the local labour law, and shall respect the local traditions and customs.

11.2 The Employee shall work only for the Employer's company.

11.3 The Employee shall not engage in any unlawful activities such as protest or demonstration.

12. Termination of the contract

12.1 In case the Employer terminates the contract, the Employer shall give one month notice to the Employee, or pay one month wage in lieu of giving notice, or otherwise act in conformity with the local labour law. The Employer shall thereby pay for the cost of the return travel of the Employee to Thailand.

12.2 In case the Employee terminates the contract, the Employee shall give a one month notice to the Employer and shall pay for his own expenses in the return travel to Thailand.

13. Others

13.1 The Employer shall pay for all necessary fees and expenses incurred on the acquisition of work permit in accordance with the local regulations on the Employee's behalf.

13.2 In the event of natural disaster, riot, fighting or war the Employer shall evacuate the Employee to the safe area, and if the situation is no longer conducive for the continuity of work, the Employer shall repatriate the Employee and shall pay for all the expenses of the repatriation.

13.3 Other conditions not mentioned in the contract shall be in accordance with the stipulations of the local labour law.

13.4 In case the Employer fails to implement any of the conditions agreed in this contract, in full or in part, the Employer shall be responsible for all the losses incurred to the Employee.

Done in duplicate, one in both Thai and English, each being equally authentic, each party holding one copy.

In Witness whereof, the undersigned, having fully understood the contents of the contract stated herein, have signed this agreement.

Signature.....Employer
(.....)

Signature.....Employee
(.....)

Signature.....Witness
(.....)

Signature.....Witness
(.....)