

# Hiring Thai Worker

## The Department of Employment (DOE)

The Overseas Employment Administration Office is under the Department of Employment responsible for providing overseas employment opportunity for Thai workers free of charge and assists the overseas employers to select appropriate and high quality of workers from Thailand.

According to the Recruitment and Job-Seeker Protection Act, B.E.2528 (1985) and B.E. 2537 (1994) section 50 "Any overseas employer or the representative is prohibited to select and recruit the employee in the Kingdom for working overseas directly, unless such an employer or the representative has authorized any overseas recruitment agency or the Department of Employment to recruit therefore".

An employer wishing to apply for the service of the Overseas Employment Administration Office, Department of Employment will have to carry out the following steps :

### Step 1. Request for approval

The employer shall contact the Public Overseas Placement Section (IOM), Department of Employment or contact Office of Labour Affairs, Royal Thai Embassy or Royal Thai Consulate-General in the employer's country.

#### Document to be submitted for consideration:

1. **The Power of Attorney** which authorizes the Department of Employment to recruit workers and to apply for visas.
2. **Demand Letter** to the Director-General of the Department of Employment. This document shall state the type of workers required, the nature of work, number of workers and their qualifications and working conditions.
3. **Copy of the certificate of registration** or permit to operate business in the country where the Thai labour will be employed.
4. **Model or standard form of employment contract in English**
5. **Document granting permission** for the Thai workers to work in that country, i.e. visas, N.O.C. (NO Objection Certificate)

#### Remarks:

1. Employment Contract shall be made by the employer himself.
2. All documents must be certified by Office of Labour Affairs or Royal Thai Embassy or Royal Thai Consulate- General responsible for Thai labour in the country to be employed.

## **Step 2. Selection of workers**

### **(1) Advertising in the mass media**

When the Department of Employment has accepted the applications from the workers for employment, they will be treated as stock or reserves, whom the employer may call for testing or interview. If the Department of Employment does not have the workers of the type required by the employer in stock, there will be advertisement placed in the mass media or newspapers. In such case the employer shall pay the expenses, (if any).

### **(2) The application**

The Department of Employment will carry out primary selection.

### **(3) The selection**

The employer or his representative shall carry out the interview, if desire. In case workers have to be tested, the Department of Skill Development which has testing centers for certain occupations or classifications will be referred. For classification that the Department of Skill Development cannot provide testing, a suitable and reliable skill testing center will be recommended for which the workers shall pay for testing fees.

### **(4) Medical examination**

The Department of Employment will send the workers for physical examined at the hospital or clinic with standard being approved by Department of Employment.

### **(5) Travel document**

The Department of Employment shall facilitate convenience to the workers who have been selected by the employer in applying for passports for which the workers shall pay their own expenses.

### **(6) Pre-departure training**

The Department of Employment will conduct training and orientation for workers, before travelling abroad, the employer may also join in the training and orientation, which will be made after the visa has been obtained.

# Sample

## Power of Attorney

We M/s.....

Address.....

.....

.....

A company registered and organized under the law of .....

Company Reg. No.....Tel: .....Fax: .....

Do hereby appoint Director-General, Department of Employment to do and perform any of all the following acts:

1. To be our true and lawful attorney and recruiting agent in Thailand for the purpose of handling all affairs concerning recruitment of Thai worker to be employed by our company.
2. To sign all necessary documents and employment contracts required by the laws and regulations of Thailand.
3. To make the necessary arrangements for the worker to come to work in .....
4. To delegated this Power of Attorney to another persons, if necessary, for the above-mentioned purposes.

In witness whereof we have executed this documents at.....

Authorized signature and company seal

.....

.....

## **Sample**

### **Demand Letter**

Date.....

Dear Sir,

We, as per our Power of Attorney dated.....  
do place an order for ( Name of recruiting company in Thailand ) .....  
.....to select and recruit Thai worker(s) as follows:

Location of project .....

Nature of Project .....

No.of Vacancies	Trades	Salary per month
.....	.....	.....
.....	.....	.....

Qualifications

.....  
.....  
.....

The worker is to be recruited under the following terms and conditions of service:

1. Period of contract .....
2. Food facilities .....
3. Accommodation .....
4. Working hours .....
5. Passage facilities .....
6. Medical facilities .....
7. Overtime conditions .....
8. Annual leave .....
9. Insurance coverage .....

Yours faithfully,

.....

(.....)

Authorized Signature and seal of Company



# Sample

## Employment Contract

This agreement is made on ..... at ..... between .....address.....country.....(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 agrees to work for the Employer in the capacity of ..... at the rate of ..... per/hour/day/month. The wage shall be paid on the ..... day of the month.

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

In case the Employee receives any special allowances, the amount of the special allowances must be stated clearly and its pay-day shall be the same as of the regular wage pay-day.

### 2. Duration of contract and work site

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

The contract shall be extended upon mutually agreement between the Employer and the Employee.

### 3. Probation Period

In conformity with the local labour law, the Employee shall work on probation for a period of ..... days (according to local labour law), starting from the first day of work.

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 another appropriate job or position with the consent of the Employee, or cancel the contract and repatriate the Employee to the domicile in Thailand.

### 4. Working hours

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

### 5. Holiday and leave

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

5.2 The Employer shall arrange for the Employee public holidays with pay for ..... day(s) per year.

5.3 The Employee shall be entitled to annual leave of.....day(s) when completing one year employment.

## **6. Overtime and holiday Payment**

6.1 If the Employee works more than the usual hours on the regular work day, the Employee shall be paid extra for overtime by the Employer at the rate of ..... per hour (not less than the minimum rate prescribed by the local labour law).

6.2 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 prescribed by the local labour law).

## **7. Food**

The Employer shall provide the Employee three meals a day, free of charge, or a food allowance of ..... per day/month.

## **8. Accommodation**

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

## **9. Medical Treatment**

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

In the event of death of the Employee, the Employer shall bear all expenses incurred in repatriating the Employee's corpse and his belonging to his domicile in Thailand.

## **10. Travel and transportation**

The Employer shall pay for the cost of travel of ..... from Thailand to ..... as well as arranging for the Employee's transportation to the Employee's residence. The Employer shall also pay for the return travel of ..... to Thailand in all cases, except that the Employee is at fault or terminates this 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 engaged in protests or demonstrations.

## **12. Termination of the contract**

12.1 In case of 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 of 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 all fees and expenses incurred on the acquisition of work permits for the Employee in accordance with local regulations.

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

13.3 Other conditions, not mentioned in this contract, shall be in accordance with the stipulation 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, 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  
(.....)

For more information please contact Overseas Job Seekers Registration and Overseas Public placement Section, Department of Employment, Mitmaitri Rd., Dindaeng, Bangkok, Thailand. Telephone : (66) (2) 245-1034 , Fax : (66) (2) 245-6500  
E-mail address : iom\_overseas@hotmail.com Website: www.overseas.doe.go.th