

(Form No. 1)

Agreement for Employment of Alien

This agreement is made on..... B.E.....
 at..... between.....
 (Name of Ministry or Department).....
 represented by Mr..... Position.....
 hereinafter referred to as "employer" on the one part, and.....
 nationality..... age..... years, having domicile at.....
 hereinafter referred to as "employee" on the other part.

The employer hereby agrees to employ the employee to perform the
 duty of..... attached to.....
 for a period of..... years beginning from.....
 B.E....., being the date of commencement of employment, and the employee
 hereby agrees to perform the duty under the agreement for such term in accordance
 with the following conditions:

Employment

Clause 1. The employee agrees to devote full time for the performance
 of duty under this agreement so as to achieve the best result according to his
 knowledge and ability and agrees to refrain from accepting any employment or
 engaging in any occupation throughout the term of this agreement.

Remuneration

Clause 2. The employee shall receive monthly remuneration at the
 rate of..... as from..... B.E.....
 being the date of commencement of employment.

In the case where the employee has to travel from abroad for the employ-
 ment under this agreement, the employee shall receive remuneration as from the date
 of departure; provided that it shall not be more than seven days prior to the date of
 commencement of employment.

Clause 3. The remuneration under clause 2 shall be paid monthly to the
 employee on the last working day of the month.

Accommodation

Clause 4. The employee must reside at the official accommodation
 provided by the employer.

In the case where official accommodation is not available, the employer shall pay accommodation allowance in a lump sum at the rate of three thousand Baht a month and the employee may not claim any other expenses in connection with the accommodation.

Reimbursement for Travelling Expenses

Clause 5. In the case where the term of employment is not less than two years and the employee has to travel from abroad for the specific purpose of employment under the agreement, the fares and freight of belongings fromto Bangkok Metropolis shall be reimbursed to the employee as follows :

(1) air fares of tourist class for direct flight for self and accompanied spouse ;

(2) air fares of tourist class for direct flight for not more than three accompanied children, each of whom is not more than twenty years of age and unmarried ;

(3) in the case where the place of employment is in a province, the actual travelling expenses for the said persons in (1) and (2) from Bangkok Metropolis to the place of employment ;

(4) freight by sea or land for personal belongings of not more than two thousand kilograms in waight or ten cubic metres in volume, whichever is less

If the employee travels or has personal belongings transported in excess of the above mentioned rate, the employer shall reimburse the employee for the amount not in excess of the rate specified under each of the said sub-clauses,

Clause 6. The employee must repay the reimbursement received under clause 5 to the employer if the employee rescinds the agreement before the completion of twelve months without justification.

Leave

Clause 7. The employee is entitled to ask for leave with full pay as deemed necessary during the period of each year of the term of employment according to the following basis :

(1) Business leave or holiday not more than ten working days but not during the first six months of the term of employment.

Unused or left over business leave or holiday may be accumulated to not more than twenty-two working days. Whenever the employee wishes to ask for accumulated leave, the employer shall be notified of it at least fifteen days in advance.

(2) Sick leave not more than fifteen working days. In the case where a sick leave is more than five consecutive working days, it must be accompanied with a certificate of an officially accepted physician.

If the employee has taken sick leave in excess of fifteen working days in any given, year, the period allowed for leave under (1) may be used to compensate the period of sick leave in excess thereof.

Clause 8. The employee is not entitled to receive remuneration for the number of working days of leave over those allowed for. The deduction of remuneration shall be one-twenty-second of the monthly remuneration for one working day.

Termination of Agreement

Clause 9. This agreement is terminated on :

(1) Completion of term of employment ;
 (2) death of employee ;
 (3) rescission of the agreement by either party serving a notice to the other party at least three months in advance ;

(4) rescission of the agreement by the employer in the case where an officially accepted physician has examined the employee and concludes that the employee should not be employed further on account of his health;

(5) rescission of the agreement by the employer on account of the employee's serious misbehaviour or desertion of duty without justification.

Clause 10. when this agreement is terminated:

(1) under clause 9 (2), (3), (4) and (5), the employer shall pay the remuneration up to the date of termination;

(2) under clause 9 (2), (3), (4), the employer shall pay accommodation allowance for the whole month of termination. As for the case under clause 7. (5), the employer shall pay accommodation allowance in proportion to that the employee should receive up to the date of termination.

Calculation of Length of Service for Ordinary Gratuity

Clause 11. The counting of length of service for the calculation of ordinary gratuity shall be made on the basis of the number of months and a fraction of one month which is fifteen days or over shall be counted as one month but that which is less than fifteen days shall be disregarded. If there are many sections of the number of days, they shall be added together and thirty days shall be counted as one month.

The days for which remuneration has been deducted shall not be counted.

Ordinary and Special Gratuities and Indemnity

Clause 12. when the agreement is terminated and the employee's length of service for the calculation of ordinary gratuity is not less than twelve months, the employee or his heirs, as the case may be, shall receive ordinary gratuity according to the following basis:

The remuneration for the last month to be multiplied by the number of months of service and divided by twelve; a fraction of Baht which is fifty Stang or over shall be counted as on Baht and that which is less than fifty Stang shall be disregarded.

In the case where the agreement is terminated under clause 9 (5), the employee is not entitled to receive ordinary gratuity.

Clause 13. In the case where the employee suffers injuries through violence or loses any organ on account of or in the course of performing his duty and is still able to resume the employment under the agreement, the employer shall pay indemnity in accordance with the regulation of the Ministry of Finance on indemnity for officials and employees.

Clause 14. In the case where the employee is dead through violence or becomes disabled or incapacitated on account of or in the course of performing his duty and an officially accepted physician has examined the employee and concludes that the employee is no longer able to perform his duty and where the violence, injury, incapacity or death has not been caused by his gross negligence or fault, the employee shall receive special gratuity as follows:

(1) in case of being disabled or incapacitated, the employee shall receive special gratuity of such amount as the employer deems appropriate by taking into account the circumstances and the state of being disabled or incapacitated, which shall be six to twenty-four times the monthly remuneration;

(2) in case of death, special gratuity of thirty times the monthly remuneration shall be paid to the heirs.

Return Journey

Clause 15. When the agreement is terminated on whatever case specified in clause 9 (1), (2), (4), or the employer rescinds the agreement under clause 9 (3), the employee or accompanied persons who have not been requested to repay under clause 6 and wish to return to their original place as specified in clause 5 within thirty

days from the date of termination of the agreement shall receive travelling expenses and freight for personal belongings as follows:

- (1) air fares of tourist class for direct flight for self and spouse;
- (2) air fares of tourist class for direct flight for not more than three accompanied children who are unmarried and for children born in Thailand;
- (3) Freight by sea and or land for personal belongings of not more than two thousand kilograms in weight or ten cubic metres in volume, whichever is less.

Clause 16. In the case where the agreement is terminated on account of rescission by the employee under clause 9 (3),

(1) if the total length of service is less than one-half of the term of employment, the employee is not entitled to receive travelling expenses and freight for personal belongings under clause 15.

(2) if the total length of service is more than one-half but less than three-fourths of the term of employment, the employee shall receive travelling expenses and freight for personal belongings for self, spouses and children at the rate of fifty per-cent of the total amount of money calculated according to clause 5.

(3) if the total length of service is three-fourths of the term of employment or upwards, the employee shall receive travelling expenses and freight for personal belongings for self, spouse and children at the rate of seventy five per-cent of the total amount of money calculated according to clause 5.

Settlement of Dispute

Clause 17. In the case where there is a question arising from the performance under this agreement, the employee agrees to abide by the decision of the Ministry of Finance.

Clause 18. This agreement is subject to Thai laws and any dispute arising from this agreement shall be submitted for adjudication at the Civil Court, Bangkok Metropolis.

This agreement is made in duplicate and both parties have read and fully understand the contents therein, and accordingly sign their names as evidence hereof.

.....Employer

.....Employee

.....Witness

.....Witness

- Note** (1) Person to sign in the name and on behalf of a Ministry or Department must be the Minister or Director-General thereof. If the signing is not done by himself, an order or instrument of authorization of the Ministry or Department must be given to that effect, and the said order or instrument of authorization must be specified in the agreement, e.g., "between the Department of Comptroller-General represented by Mr. Deputy Director-General who is duly authorized to execute the agreement by the order of the Department of Comptroller-General No. 15/2515 dated 10th July B.E. 2515 hereinafter to be referred to as "employer" on the one part," etc.
- (2) This form of agreement shall be used only for an employment the term of which is two years or over.

(Form No. 2)

Agreement for Employment of Alien

This agreement is made on.....B.E.....
 at.....between.....
 (Name of Ministry or Department).....
 represented by Mr.....Position.....
 hereinafter referred to as "employer" on the one part, and.....
 nationality.....age.....years, having domicile at.....
 hereinafter referred to as "employee" on the other part.

The employer hereby agrees to employ the employee to perform the
 duty of.....attached to.....
 for a period of.....years beginning from.....
 B.E....., being the date of commencement of employment, and the employee
 hereby agrees to perform the duty under the agreement for such term in accordance
 with the following conditions:

Employment

Clause 1. The employee agrees to devote full time for the performance
 of duty under this agreement so as to achieve the best result according to his
 knowledge and ability and agrees to refrain from accepting any employment or
 engaging in any occupation throughout the term of this agreement.

Remuneration

Clause 2. The employee shall receive monthly remuneration at the
 rate of.....as from.....B.E.....
 being the date of commencement of employment.

Clause 3. The remuneration under clause 2 shall be paid monthly to the
 employee on the last working day of the month.

Accommodation

Clause 4. The employee must reside at the official accommodation
 provided by the employer.

2.

In the case where official accommodation is not available, the employer shall pay accommodation allowance in a lump sum at the rate of three thousand Baht a month and the employee may not claim any other expenses in connection with the accommodation.

Leave

Clause 5. The employee is entitled to ask for leave with full pay as deemed necessary during the period of each year of the term of employment according to the following basis :

(1) Business leave or holiday not more than ten working days but not during the first six months of the term of employment.

Unused or left over business leave or holiday may be accumulated to not more than twenty-two working days. Whenever the employee wishes to ask for accumulated leave, the employer shall be notified of it at least fifteen days in advance.

(2) Sick leave not more than fifteen working days. In the case where a sick leave is more than five consecutive working days, it must be accompanied with a certificate of an officially accepted physician.

If the employee has taken sick leave in excess of fifteen working days in any given, year, the period allowed for leave under (1) may be used to compensate the period of sick leave in excess thereof.

Clause 6. The employee is not entitled to receive remuneration for the number of working days of leave over those allowed for. The deduction of remuneration shall be one-twenty-second of the monthly remuneration for one working day.

Termination of Agreement

Clause 7. This agreement is terminated on :

- (1) Completion of term of employment ;
- (2) death of employee ;
- (3) rescission of the agreement by either party serving a notice to the other party at least three months in advance ;

3.

(4) rescission of the agreement by the employer in the case where an officially accepted physician has examined the employee and concludes that the employee should not be employed further on account of his health;

(5) rescission of the agreement by the employer on account of the employee's serious misbehaviour or desertion of duty without justification.

Clause 8. when this agreement is terminated:

(1) under clause 7 (2), (3), (4) and (5), the employer shall pay the remuneration up to the date of termination;

(2) under clause 7 (2), (3), (4), the employer shall pay accommodation allowance for the whole month of termination. As for the case under clause 7. (5), the employer shall pay accommodation allowance in proportion to that the employee should receive up to the date of termination.

Calculation of Length of Service for Ordinary Gratuity

Clause 9. The counting of length of service for the calculation of ordinary gratuity shall be made on the basis of the number of months and a fraction of one month which is fifteen days or over shall be counted as one month but that which is less than fifteen days shall be disregarded. If there are many sections of the number of days, they shall be added together and thirty days shall be counted as one month.

The days for which remuneration has been deducted shall not be counted.

Ordinary and Special Gratuities and Indemnity

Clause 10. when the agreement is terminated and the employee's length of service for the calculation of ordinary gratuity is not less than twelve months, the employee or his heirs, as the case may be, shall receive ordinary gratuity according to the following basis:

The remuneration for the last month to be multiplied by the number of months of service and divided by twelve; a fraction of Baht which is fifty Stang or over shall be counted as one Baht and that which is less than fifty Stang shall be disregarded.

In the case where the agreement is terminated under clause 7 (5), the employee is not entitled to receive ordinary gratuity.

4.

Clause 11. In the case where the employee suffers injuries through violence or loses any organ on account of or in the course of performing his duty and is still able to resume the employment under the agreement, the employer shall pay indemnity in accordance with the regulation of the Ministry of Finance on indemnity for officials and employees.

Clause 12. In the case where the employee is dead through violence or becomes disabled or incapacitated on account of or in the course of performing his duty and an officially accepted physician has examined the employee and concludes that the employee is no longer able to perform his duty and where the violence, injury, incapacity or death has not been caused by his gross negligence or fault, the employee shall receive special gratuity as follows:

(1) in case of being disabled or incapacitated, the employee shall receive special gratuity of such amount as the employer deems appropriate by taking into account the circumstances and the state of being disabled or incapacitated, which shall be six to twenty-four times the monthly remuneration;

(2) in case of death, special gratuity of thirty times the monthly remuneration shall be paid to the heirs.

Settlement of Dispute

Clause 13. In the case where there is a question arising from the performance under this agreement, the employee agrees to abide by the decision of the Ministry of Finance.

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