



# Work Rule Principle making for work rule



addition to the severance pay under Article 8.1 of not less than the employee's last rate of wages for 15 days for each year of employment or not less than the employee's wages for the last 15 days for each year of employment for an employee who is paid on a piece rate basis. The special severance pay is not exceed the employee's last rate of wages for 360 days or the employee's wages for the last 360 days for an employee who is paid on a piece rate basis.

Where a period of employment is less than 1 year, a fraction of the period of employment of more than **180 days must be counted as 1 year** of employment.

### 8.3 Relocation of establishment

Whereas an employer relocates an establishment to another place and the relocation significantly affects the ordinary way of living of an employee or his/her family the employer must acts as follows;

(1) Inform the employee in advance of not less than **30 days** before the date of relocation.

Whereas an employer fails to inform an employee in advance or inform the relocation an establishment less than **30 days**, the employer must pay a special severance pay in lieu of advance notice in an amount equivalent to 30 days pay at the latest wage rate, or equivalent to the wages of the last **30 days** for the employee who receives wage based on a piece rate.

(2) if any employee refuses to work at the new location, the employee is entitled to terminate a contract of employment within **30 days** from the date of being informed' by the employer or the date of relocation as the case may be. In this regard, the employee is entitled to a special severance pay of not less than the rate of severance pay for which he/she is eligible under Article 8.1. The Employer must pay special severance pay or special severance pay in lieu of advance notice to the employee within **7 days** from the date when the employee terminates the contract.

The employee is entitled to lodge a complaint to the Labour Welfare Committee within **30 days** from the due date of payment of special severance pay or special severance pay in lieu of advance notice. The Labour Welfare Committee must consider the complaint and issue an order whether the employer must inform an employee in advance or the employee is entitled to terminate a contract of employment, in this regard he/she is entitled to a special reverence pay or special severance pay in lieu of advance notice.

Date of notification .....  
Signature .....  
( ..... full name ..... )  
Position .....

- (1) performing his/her duty dishonestly or intentionally committing a criminal offence against the employer;
- (2) wilfully causes damage to the employer;
- (3) committing negligent acts causing serious damage to the employer;
- (4) violating work rule, regulation or order of the employer which are lawful and just, and after written warning having been given by the employer, except in a serious case with no requirement for the Employer to give warning.

The written warning must be valid of not exceeding 1 year from the date when the employee commits the offence;

- (5) absenting himself/herself from duty without justifiable reason for 3 consecutive working days regardless of whether there is holiday in between ;or
- (6) being sentence to imprisonment by a final court judgment.

**In item (6), if the imprisonment is for offences committed by negligence or a petty offense, it shall be the offense causing damage to the employer.**

### Termination of employment contract

a. An employment with definite period, a contract of employment will be expired upon the completion of the period specified in the contract of employment without the need to give advance notice.

b. An employment with non- definite period, an employer or employee may terminate a contract by giving advance notice in writing to the other party at least one of the wage payment period.

An employee who is on probation is an employee under an employment with non- definite period.

**8.2 The termination of employment as a result of the reorganization of an undertaking, production line, sale or service** due to the adoption of machinery or the change of machinery or technology which causes a reduction of the number of employees, an employer must acts as follows.

(1) Notice the labour inspector and the employee(s) in advance of not less than **60 days** before the date of contemplated termination, giving the date of the contemplated termination, the reasons for termination and a name list of the employee(s).

Whereas the employer fails to notify in advance an employee contemplated to be terminated or has notified an employee(s) of less than **60 days** before the date of contemplated termination, the employer must pay special severance pay in lieu of advance notice equivalent to the employee's last rate of wages for **60 days** or an amount equivalent to the employee's wages for the last **60 days** to an employee who is paid on a piece rate basis.

(2) Whereas the employer terminates the employment of an employee who has worked for uninterrupted period of more than 6 years, the employer must pay special severance pay in

### 7.5 Protection for the claimant and any involved persons

Accepted that a good faith of grievance creates the common benefit for both employer and employee. Accordingly, an employee who lodges a grievance, a testimony, an information, a fact or an evidence involved, and an employee who carries out a consideration with good faith on the grievance are assured by an employer that the conduct they made will not be a reason or deemed as a reason for dismissal, punishment or other actions affecting such employees.

## 8. Termination of employment, severance pay and special severance pay

### 8.1 Normal termination of employment Termination of employment means;

(1) any act that an employer refuses to allow an employee to work without paying wages on expiry of contract of employment or any other cause;

(2) when an employee does not work and receives no wages on the grounds that an employer is unable to continue the undertaking.

The severance pay must be paid to an employee who is terminated as follow:

a. an employee who has worked for an uninterrupted period of 120 days but less than 1 year, he/she is entitled to receive payment of not less than his/her last rate of wages for 30 days, or of not less than his/her wages for the last 30 days for an employee who receives wages on a piece rate basis;

b. an employee who has worked for an uninterrupted period of 1 year but less than 3 years, he/she is entitled to receive payment of not less than his/her last rate of wages for 90 days, or of not less than his/her wages for the last 90 days for an employee who receives wages on a piece rate basis;

c. an employee who has worked for an uninterrupted period of 3 years but less than 6 years, he/she is entitled to receive payment of not less than his/her last rate of wages for 180 days or of not less than his/her wages for the last 180 days for an employee who receives wages on a piece rate basis;

d. an employee who has worked for an uninterrupted period of 6 years but less than 10 years, he/she is entitled to receive payment of not less than his/her last rate of wages for 240 days, or of not less than his/her wages for the last 240 days for an employee who receives wages on a piece rate basis; or

e. an employee who has worked for an uninterrupted period of 10 years or more, he/she is entitled to receive payment of not less than his/her last rate of wages for 300 days, or of not less than his/her wages for the last 300 days for an employee who receives wages on a piece ratebasis.

### The exception to severance pay

An employer may not be required to pay severance pay to an employee whose employment has been terminated upon any of the following conditions:

employer to solve the working dissatisfaction or settle a working trouble that leads to a good relationship between the employer and the employee and the work done be a pleasant employee.

### 7.2 Method and steps of dealing with grievance

An employee with working dissatisfaction or trouble as mentioned above should lodge a grievance directly and rapidly to a superior or the first- level superior. In case of a matter to be grieved involving with the practice of the superior and the superior that the cause is to lodge the grievance to a next- level superior.

In lodgement, the grievance must be filled into a form designed. (For having a same format and gained significant information sufficiently).

### 7.3 Investigation and consideration of grievance

Whenever a grievance is received, a superior must urgently conduct an investigation to find out the truth, as much as possible. The superior can conduct an investigation with or without any assistance of an employer. An employee who makes the grievance should provide the fact concerned to the superior.

When the investigation is finished, the superior must consider that is this matter under his/her duty and responsibility. If it is, he/she must urgently make it dissolved. Then, he/she must inform the grievance employee and make a report the result to an employer.

If that matter is over his/her duty and responsibility, he/ she must lodge the grievance with the recommendation or opinion involved for settling to a next- level superior.

The next- level superior must carry out an investigation and consideration on the grievance under a requirement similar as the first-level superior is assigned.

The superior in each level must urgently conduct the grievance process of not more than 7 days from the date of receiving the grievance.

### 7.4 Procedure for settlement of grievance

Once a superior in each level carried out consideration, dissolution and settlement on the grievance, and the result was sent to an employee who lodges a grievance, the employee must inform the superior if he/she satisfies with. Without satisfaction, he/she can make an appeal by making appellate matter filled in a form designed by an employer within 7 days of acknowledgement of the result sending by a first-level superior.

The top-level superior will make consideration and dissolution or settlement on the appeal grieved and inform to the grieving employee the result within 15 days.

If the grieving employee is not satisfied with the appellate result, he/she can take his/her right seeking for other lawful procedures. (an employee may propose to an employer for establishing an arbitrator to make an adjudication on the matter).

## 6. Discipline and Disciplinary measures

6.1 An employee must comply with the work rules.

6.2 An employee must comply and follow a lawful order of a superior.

6.3 An employee must perform work on the time assigned and make the working time in record.

6.4 An employee must perform duties with integrity and must not persecute or intend to cause any damage to an employer or other employees.

6.5 An employee must perform work actively with utmost effort.

6.6 An employee must follow a regulation on occupational safety.

6.7 An employee, as necessary or as suitable to his/her duty, must maintain machines, tools and equipment to be in a good condition and well keeping.

6.8 Employees must carefully carry out surveillance and prevention against the potential loss or damage made by a person or other ominous incidents to property in working- place or factory compound with full of ability.

6.9 Employees must keep a workplace or factory compounds clean and clear.

6.10 An employee must not make a brawl with or an assault against any person, in a workplace or factory compounds.

6.11 An employee must not take an illegal drugs, a lethal weapon or an explosive substance into a workplace or factory compound.

An employee who acts against this discipline will be warned in oral, warned in writing, suspended or dismissed according to the level of his/her offence.

Whereas an employee allegedly violate discipline, employer may issue a written order of the suspension stating the offence committed and the period of suspension of not exceed 7 days, and notify the employee prior to the suspension. During the suspension, the employer must make payment to the employee for not less than 50 percent of the wages of a working day received by the employer prior to his/her suspension. Upon the completion of the investigation, if it appears that the employee is not guilty, the employer must pay wages to the employee equivalent to the wages of a working day from the date of suspension. The payment must be included as part of the employee's wages, plus interest at a rate of 15 percent per annum.

## 7. Lodgement of grievance

### 7.1 Scope and meaning of grievance

Grievance is a process that an employee lodges to an employer concerning a working dissatisfaction or a working trouble either on a nature of work, an employment condition, a superior procedure, a working order or assignment, a payment of remuneration or other benefits, or an inappropriate act between an employee and a superior or an employer or among the employees. The lodgement is made in order to ask an

1. The establishments with 10 employees or more must provide the work rule in Thai language and the employer must announce the application of the work rule within 15 days as of the date of which the employer has a total of 10 or more employees.

2. The employer must distribute and post the work rule in a prominent position at the employees' workplace, for the employees' information.

3. Whereas the amendment of the work rule, the employer must post up the amended rule within 7 days from the date of notification of the application of the amendment thereof.

4. An employer must;

4.1 submit a copy of the work rule or the amended rule, within 7 days from the date such rule are effective, to a Bangkok Metropolitan Area Offices of Labour Protection and Welfare or a Provincial Offices of Labour Protection and Welfare on where the establishment or employer's office is located. Whereas the establishment has many branches, factories, sites or units and used the same of the work rule, the employer must submit a copy of the work rules to each government agency as above mentioned at its location. However, the employer can submit once for all copies to the department's agency where the head office of the establishment located.

4.2 maintain a copy of the work rule at each establishment or at the employer's office.

5. The Director-General or a person entrusted by the Director-General have the power to order an employer amend the work rules, which contravened with the law, within a specified period.

6. Whereas the number of employees becomes less than 10 persons, the work rules must be in further effect.

7. Non-compliance with the order of Director-General or a person entrusted by the Director-General in providing or amending the work rules is an offence against the provision of section 146 of the Labour Protection Act 1998, must be penalised with a fine not exceeding 20,000 baht.

#### Example of the Form of the Work Rules

Name of establishment: .....  
Head office located at No..... Moo .....  
Soi .....Road .....  
Tambol/Sub-district .....  
Amphur/District .....  
Province .....  
Telephone no. ....  
Branch, Factory, Site or Unit located at No .....  
Moo ..... Soi .....  
Road .....Tambol/Sub-district .....

Amphur/District .....  
Province .....Telephone no .....  
Type of business: .....

### 1. Working days, normal working hours and rest period

#### 1.1 Working days

Head office: ..... working days per week  
from (day) ..... to (day) .....  
Branch/Factory/Site/Unit: .....working daysper week  
from (day) ..... to (day) .....

#### 1.2 Normal Working hours

Head office: ..... working hours per day  
from ..... a.m./p.m. to ..... a.m./p.m.  
Branch/Factory/Site/Unit: ..... working  
hours per day  
from ..... a.m./p.m. to ..... a.m./p.m.  
Shift work: ..... hours per day  
1<sup>st</sup> shift: from am./pm. to ..... am./pm.  
to ..... am./pm.  
2<sup>nd</sup> shift: from am./pm. to ..... am./pm.  
to ..... am./pm.  
3<sup>rd</sup> shift: from am./pm. to ..... am./pm.  
to ..... am./pm.

The work(s) that may harm an employee's health and safety is/are .....  
with ..... working hours per day  
from ..... am./pm. to ..... am./pm.  
The working hours of land transport work are .....  
hours per day from ..... am./pm  
to ..... am./pm.

#### 1.3 Rest period

##### A. Rest period during the normal working hours

Head office: from ..... am./pm. to ..... am./pm.  
Branch/factory/site/ unit: from ..... am./pm.  
to ..... am./pm.  
For young worker: from ..... am./pm.  
to ..... am./pm.  
and from ..... am./pm. to ..... am./pm.  
For the land transport work: from .....am./pm.  
to ..... am./pm.

##### B. Rest period before the commencement of overtime work

Where at least two hours of overtime work is required after normal working hours, the rest period of minutes before performing overtime work must be provided.

### 2. Holiday and conditions

#### 2.1 Weekly holiday

Head office: ..... day(s) per week  
Branch/factory/site/unit: ..... day(s) per week

An employer must pay wages on weekly holiday to an employee equivalent to wages of normal working day. (A daily, hourly or piece rate basis employee who is excluded from this payment must be identified)

#### 2.2 Traditional holidays

An employee is entitled to take traditional holidays with pay at least 13 days per annum as follows;

- |                   |          |
|-------------------|----------|
| 1. The Labour Day | 2. ....  |
| 3. ....           | 4. ....  |
| 5. ....           | 6. ....  |
| 7. ....           | 8. ....  |
| 9. ....           | 10. .... |
| 11. ....          | 12. .... |
| 13. ....          |          |

(Or announcing in advance by an employer in each year)

If a traditional holiday falls on a weekly holiday, the next working day is substituted for such traditional holiday.

#### 2.3 Annual holidays

An employee who has worked consecutively for 1 year is entitled to take.....working day(s) for annual holidays with pay. Thereof, the employer is obliged of specify the holidays in advance for the employee or as agreed by the employer and employee unless the employer and the employee agree to accumulate and postpone any annual holiday(s) that has not yet been taken in a year to be include in the following years.

The employee who has not completed 1 year of service, the employer may set annual holidays for the employee on a proportional basis.

Whereas the employee dose not exercise his/her rights to annual holidays, the employer may pay wages for holiday as the employee work on a holiday.

Whereas the employer terminates an employment of an employee upon any condition other than the employee is not entitled to severance pay, the employer must pay wages to the employee for annual holidays for the year of termination in proportion to a number of annual holidays to which the employee is entitled under the first paragraph.

Whereas the employee is a party to terminate a contract of employment or the employer is a party to terminate an employment despite emergency the employer must not be required to pay severance pay to an employee under the eligible. The employee is entitled to wages on holiday for accumulated annual holidays.

### 3. Conditions of overtime work

#### Conditions

Whereas the character or nature of work requires it to be performed continuously and stoppage may cause damage to the work, or it is emergency work, an employer may require an employee to work overtime on working day, work on holiday or work overtime on holiday as necessary without his/her prior consent.

An employer may requires an employee to perform work on a holiday where the work is adhered to a hotel business, an entertainment establishment, a transport work, a food shop, a beverage shop, a club, an association, or a medical establishment.

Any of work apart of those mentioned in paragraph 1 and 2 can be assigned to an employee to work overtime on a working day or a holiday, or work at working time on a holiday only where consent of the employee is conveyed in each occasion to an employer.

The overtimes on a working day and a holiday, and the holiday work for the works mentioned in paragraph 1, 2 and 3 must totally not over 36 hours a week.

In a land transport work, an employer can require an employee to work overtime for driving a vehicle only where he/she gains the employee's written consent but not exceeding 2 hours a day, unless necessary as a result of a force majeure, accident or traffic problem is occurred.

#### Overtime pay

3.1 On a working day when an employee performs a work beyond a normal working time, he/she is entitled to the overtime pay as follows:

a. a rate of not less than 1.5 times of the hourly wage rate of a working day for the number of hours of work done; or  
b. a rate of not less than 1.5 times of the piece rate of wages of a working day for work done for an employee who receives wages on piece rate basis,

3.2 On a holiday when an employee performs a work beyond a normal working time defined for a working day, he/she is entitled to the holiday overtime pay as follows:

a. a rate of not less than 3 times of the hourly wages rate of a working day for the number of hours of work done; or  
b. a rate of not less than 3 times of the piece rate of wages of a working day for work done for an employee who receives wages on piece rate basis.

#### Holiday pay

3.3 Whereas an employer requires an employee who is entitled to wages on holidays, weekly holiday, traditional holiday and annual holidays to work on a holiday, the payment

must be made in adding to wages at a rate of not less than 1 time of the hourly wage rate of a working day for the number of hours of work done. For an employee who receives wages on a piece rate basis, at a rate of not less than 1 time of piece rate of wages of a working day for work done.

3.4 Whereas an employer requires an employee is not entitled to wages on holidays, weekly holiday, traditional holiday and annual holidays to work on a holiday, the payment must be made at not less than 2 times of the hourly wage rate of a working day for the number of hours of work done. For an employee who receives wages on a piece rate basis, of not less than 2 times of the piece rate of wages of a working day for work done.

### 4. Time and place for paying wages, overtime pay, holiday pay and holiday overtime pay

4.1 An employer must pay wages, overtime pay, holiday pay, holiday overtime pay and other pecuniary benefits related to employment in Thai currency unless the consent of the employee is obtained to be paid by bill or in a foreign currency. The payment must be made not less than once a month, unless otherwise agreed upon in favour of the employee at a workplace of the employee. If the payment is to be made elsewhere or by other means (e.g. via a bank account), the consent of the employee must be obtained.

4.2 Whereas an employer terminates the employment of an employee, the employer must pay the employee all wages, overtime pay, holiday pay, and holiday overtime pay to which the employee is entitled within three days from the date of the employee's termination.

### 5. Leave and its conditions

#### 5.1 Sick leave.

An employee is entitled to a sick leave with pay as long as he/she is actually sick of not excess 30 working days a year.

For sick leave of 3 days or more, an employer may require the employee to produce a certificate from a first class physician or an official medical establishment (e.g. health centre). If employee is unable to produce a certificate from a first class physician or an official medical establishment, the employee may give an explanation to the employer. If a physician is provided by the employer, this physician may issue the certificate except where the employee is unable to be examined by the physician.

A day on which an employee in unable to work on account of injury or illness arising out of employment or maternity leave must not be regarded as sick leave.

#### 5.2 Leave for sterilisation.

An employee is entitled to a leave with pay for sterilisation and a leave as a result of sterilisation for a period determined, and with a certificate issued by a fist class physician.

#### 5.3 Leave for necessary business.

An employee is entitled to a necessary business leave for days a year. (With pay or without pay must be clearly specified)

#### 5.4 Leave for military service.

An employee is entitled to, with not exceeding 60 days a year pay, a military service leave for the military inspection, military drilling or for readiness testing under a law concerning to military service.

#### 5.5 Leave for training or knowledge development.

An employee is entitled a leave for training course or knowledge and skill development in the following cases:

a. for the benefit of labour and social welfare or the increase of skill and expertise in order to increase the employee's working efficiency; and

b. for educational examination organized or allowed to be organized by the government but not including to a further educational leave. To take this leave, an employee must notify an employer in advance not less than 7 days and the employee can stop working only when a permission of the employer is made. (With pay or without pay must be clearly specified).

A young worker under 18 years of age is entitled to take a leave with pay of not exceeding 30 days a year for attending meetings or a seminars, obtaining education or training, or leave for another matter, which arranged by an academic institute or a government or private agency approved by the Director-General of Department of Labour Protection and Welfare; provided that the young worker must notify the employer in advance stating clearly the reason for the leave and present relevant evidence (if any).

#### 5.6 Maternity leave.

A female employee who is pregnant is entitled to take a maternity leave of not more than 90 days per each pregnancy of not exceeding 45 days a year with pay. Any leave be include holidays during the period of leave.

The female employee who is pregnant should notify the employer of her pregnancy.

The female employee who is pregnant is entitled to request the employer to temporarily change of her duties before or after delivery. The employee must present a certificate from a first class physician certifying that she is unable to continue in her previous duties, and the employer is to consider changing her duties to suitable work for such employee.