

The Code of Conduct of Domestic Worker Employment in Thailand



Introduction

Though **domestic work** does not have direct business objectives, it helps lighten the burden of and is of benefit to household members who play an important role in the country's economy. In effect, domestic work plays a supportive role in promoting economic development at household, national and global levels. But in the past domestic workers were not recognized as workers. So, unlike other labour groups, they could not equally enjoy the labour rights protection provided by law. In addition, most domestic workers are women who have to work in their employers' homes and are prone to be abused and harassed physically, psychologically and sexually.

Thailand put in place Ministerial Regulation No.14 B.E. 2555 (2012), issued under the 1998 Labour Protection Act (for more details, see Annex 1). As a primary source of legal protection for domestic workers, this regulation requires all employers to comply. But so far, the employers and employees have not been fully aware of this law. Therefore, most domestic workers in Thailand have not benefited from these legal rights. To give domestic workers their rights, welfare benefits and good quality of life, the Employers Confederation of Thailand, Thai Labour Solidarity Committee, State Enterprises Workers Relations Confederation, Network of Domestic Workers in Thailand, Division of Informal Workers Protection of the Ministry of Labour's Department of Labour Protection and Welfare, Foundation for Labour and Employment Promotion and other concerned civil society sectors worked together to introduce a code of conduct for domestic worker employment in Thailand. The aim is to promote and improve the quality of life of domestic workers, as well as upgrading the employment conditions in the future for domestic workers in the country.

The employment of domestic workers is mainly based on trust and support between the employers and their employees. In order to promote a good and decent relationship between them, the authors of this code of conduct recommend the following practice for the two parties to follow:

This Code of Conduct:

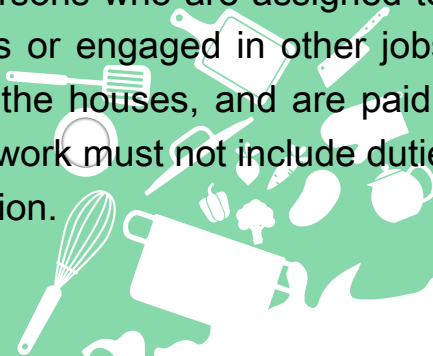
- ❖ Formalises the basic principles of the employment and protection of domestic workers in Thailand, and is drawn up in line with the principles of human rights and international labour standards;
- ❖ Is not a legal regulation but a guideline and voluntary agreement on how to make the employment of domestic workers be in legal compliance;
- ❖ Helps prevent forced labour, sexual harassment and human trafficking; and
- ❖ Was drawn up by the cooperation of concerned public agencies, private and civil society sectors.

Objectives:

- ❖ To ensure a fair practice in domestic worker employment;
- ❖ To promote a good and decent employer-employee relationship; and
- ❖ To ensure that domestic workers enjoy a good quality of life and legally receive adequate welfare benefits according to this code of conduct.

Scope of Application:

This code of conduct applies to domestic workers, i.e. the persons who are assigned to work in the employers' houses or engaged in other jobs relevant to housework within the houses, and are paid for their services. Such housework must not include duties in any business operation.





Code of Practice for Employers and Employees




A. Employers

1. Employment Contract

Because the nature of domestic work is diversified and has intricate patterns unlike that of industrial work, an employment contract is needed to reduce any possible conflict and ensure that the two parties have a clear understanding of each other.

-  The employers shall draw up an employment contract describing details of the job, employment terms and conditions, necessary rules, wages and benefits that the employees are entitled to.
-  The employers shall make the employment contract in duplicates, in Thai language and in the language that the employees can understand. The employees should read and understand the contents of the contract, and also agree to the terms and conditions before signing their names. Each party shall keep a copy of the contract.

2. Wages, Working Hours and Break Time

-  The employers shall pay their employees at the rate of not lower than minimum wages required by the labour rights protection law.
-  The employers shall arrange for the domestic workers to work for 48 hours per week (break time not included).
-  The employers shall not deduct the wages as a punishment for the mistakes made by the domestic workers without reasonable cause.

3. Accommodation

If the employers provide their employees with accommodation, the accommodation should be adequate to ensure the employees' privacy, hygiene and safety.

4. Non Discrimination

The employers shall treat their domestic workers without any discrimination, regardless of their different origin of birth, race, color, language, sex, sexuality, disability, physical condition or health, economic or social status, education, religious faith, political belief, or any other status, including their membership of employees organizations.

5. Maternity Leave

The employers shall allow their domestic workers to have medical checkups during pregnancy and maternity leave. In case of male employees, the employers shall let them have post-natal leave to take care of their wives and babies.

A. Employers

6. Occupational Safety and Health Protection and Working Environment

The employers shall explain to the employees; give them the information about health and work safety and urge them to be mindful of such matters. Protective equipment should also be given to the employees. In the event of the employees being harmed or injured because of work, the employers shall pay for their medical treatment or any other necessary expenses.

7. Privacy Protection

The employers shall respect the domestic workers' religious beliefs and activities, as well as their right to keep their personal possessions.

8. Career and Educational Development

The employers shall encourage the domestic workers to better themselves and engage in learning exchange and skill development to improve their work efficiency.

9. Social Security

The employers shall provide the employees with welfare benefits and support them in getting access to the social security and other benefits provided by the state.

10. Termination of Employment

The employers shall carefully examine the facts before deciding to terminate the employment. If the employers want to end the employment contract with no just cause, the employers shall have to pay compensation or provide reasonable financial support to relieve the employees' loss.

B. Employees

1

The employees shall be responsible for the work assigned to them.

2

The employees shall be committed to honesty.

3

The employees shall have a positive attitude toward their employers.

4

The employees shall respect the right to privacy of their employers and family members.

5

The employees shall protect the employers' property.

6

The employees shall maintain discipline and follow the employers' fair rules, order, as well as agreements made with the employers.

7

The employees shall be willing to learn and practice self-development to improve their work efficiency.

8

The employees shall communicate regularly with their employers to create good understanding.

9

The employees shall be well-mannered.



Guidelines on the Implementation of the Code of Conduct

Despite the fact that this code of conduct was based on a mutual agreement between the employers, employees and concerned parties, it still needs guidelines and measures to put into practice effectively. Therefore, the concerned parties considered it necessary to set up a committee, consisting of the representatives of the employers, employees, government officials, and civil society sector. The committee's responsibilities are as follows:

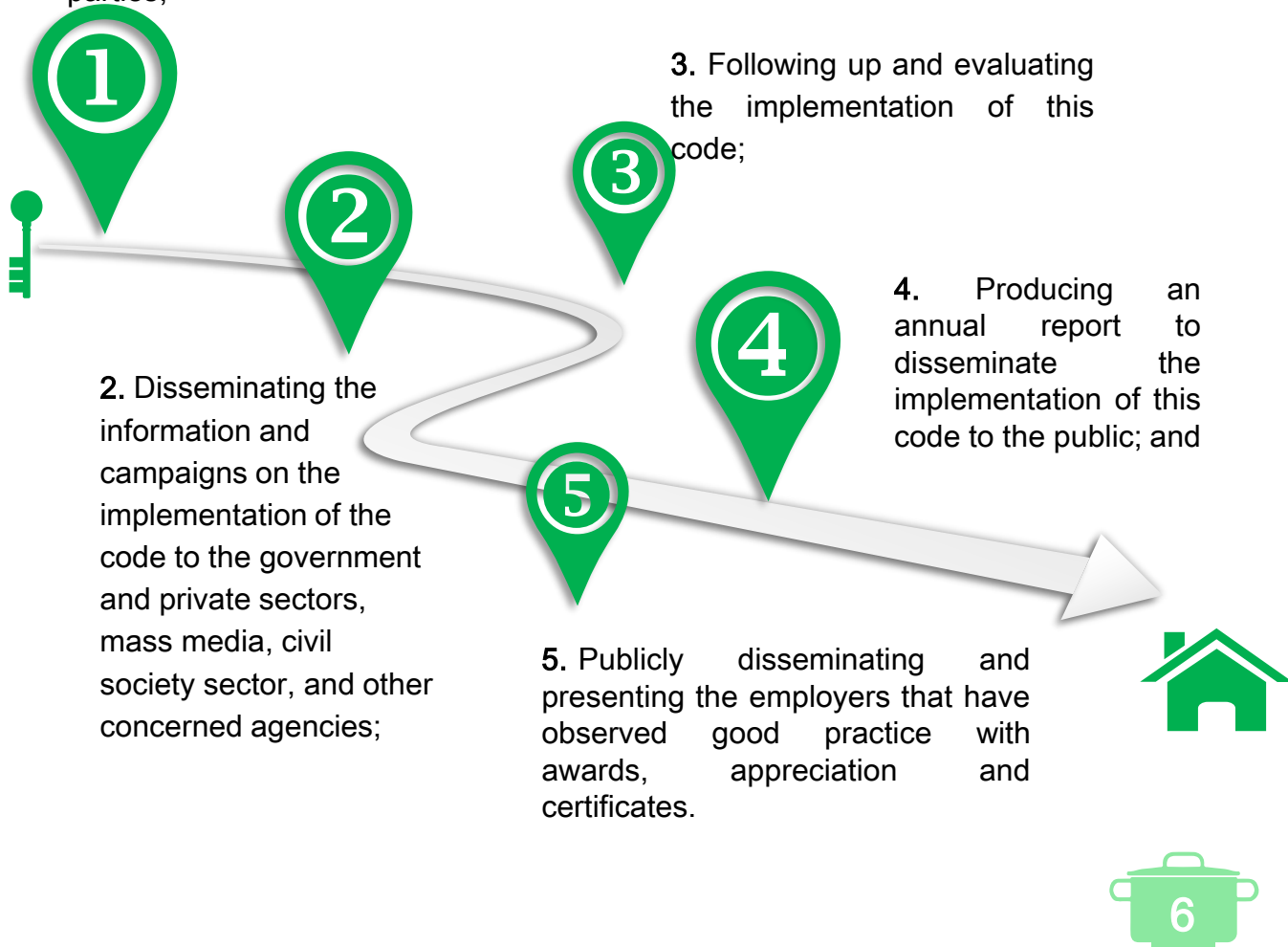
1. Organizing meetings to explain the contents, importance and guidelines on how to implement the code to the employees, employers, their respective organizations, and other concerned parties;

2. Disseminating the information and campaigns on the implementation of the code to the government and private sectors, mass media, civil society sector, and other concerned agencies;

3. Following up and evaluating the implementation of this code;

4. Producing an annual report to disseminate the implementation of this code to the public; and

5. Publicly disseminating and presenting the employers that have observed good practice with awards, appreciation and certificates.



Ministerial Regulation No.14 (B.E. 2555) and other relevant laws

Issued under the 1998 Labour Protection Act, Thailand's Ministerial Regulation No.14 B.E. 2555 (2012) now works as a primary source of legal protection for domestic workers. Its key contents are as follows:

1. Working Days: Not more than six days per week;

2. Holidays: Domestic workers are entitled to at least three types of holidays:

1) Weekly holidays: Not fewer than one day and not more than six days apart; it can be any day depending on the mutual agreement of the two parties;

2) Traditional holidays: At least 13 days annually, including National Labour Day; and

3) Annual holidays: Not fewer than six working days for the employees who have been in service for a year.

3. Wages:

❖ The employers shall pay the employees' wages not less than once a month; in cash that is in Thai currency and at the employees' work place.

❖ The employees are entitled to be paid for traditional, weekly, and annual holidays.

❖ In case the employees are to work on holidays, the employers shall pay not less than one time of the hourly wage rate of the monthly employees or not less than two times of the hourly wage rate of the daily employees.

4. Sick Leave:

The employees are entitled to sick leave as long as they are sick and get paid sick leave of not more than 30 working days per year. In case of sick leave of up to three consecutive working days, the employers could ask for medical certificates.

5. Termination:

❖ The employers must give advance notice of at least one wage cycle.

❖ The employers must pay the employees outstanding and holiday wages within three days from the employment termination date.

❖ The employees are entitled to receive work experience certificates.

The Ministerial Regulation No.14 B.E. 2555 (2012) also includes additional protection provisions for domestic workers, as follows:

- ✓ The entitlement of right or benefit according to this Act does not deny any rights and benefits provided by other laws to the employees.
- ✓ Children under the age of 15 are prohibited to be employed as domestic workers.
- ✓ The employers are prohibited from demanding or receiving any guarantee relating to the employees' performance or work-related damage, such as the guarantee money in relation to the employees' performance.
- ✓ In case the employers do not pay the basic wages, overtime, holiday, and holiday overtime wages, within the specified time, the employers shall pay the employees interest during the period of default at the rate of 15 percent per year.
- ✓ The employers are prohibited from sexually harassing, abusing and offending the employees.
- ✓ In case the employers violate or fail to comply with this Ministerial Regulation, the employees are entitled to submit their complaints to the labour inspector.
- ✓ In case the employers violate or fail to comply with this Ministerial Regulation, they shall be punished with a fine not exceeding 5,000 baht to a term of imprisonment not exceeding one year; in certain offences, a fine not exceeding 200,000 baht or both may be imposed.

Other Relevant Laws

In case migrant domestic workers are employed, the employers are obligated to comply with other important laws, such as the Foreigners' Working Management Emergency Decree, B.E. 2560 (2017) and the Foreigners' Working Management Emergency Decree (No. 2), B.E. 2561 (2018). Following are the key contents of these two laws:

- ❖ The employers shall not demand or receive money from foreigners in return for bringing them to work in the country, except the expenses previously paid by the employers, such as passport fees, medical check-up and work permit costs and similar expenses. The employers can deduct such expenses from the basic, overtime, holiday, and holiday overtime wages actually paid to the foreigners but at the rate not exceeding 10 percent of the wages the foreigners are entitled to receive each month.
- ❖ The employers are prohibited from taking away the foreigners' work permits or personal documents. Violation of the prohibition will be subject to imprisonment not exceeding six months or a fine from 10,000-30,000 baht or both.

Annex 2

Contract for Domestic Worker Employment



Address.....

This contract is made on the date of.....Month.....Year.....

Between.....(Specify employer's name) ID card or Passport

No:.....Nationality:.....Age:....Current

Address:...Moo:...Lane:...Street:....Sub

District.....District:...Province:.....Postal

Code:.....Tel:.....Mobile:....., hereinafter called "The Employer" and Mr./Mrs./Miss.....ID card No:.....

(In case of a foreigner, such documents showing the non-Thai identification of the employee as a passport or ID card should be given)

Issued at:.....On the date of.....Expiry date:.....

Race:.....Nationality:.....Age:.....Work permit No. (if any):

.....Current address:.....Moo:..... Lane:.....

Street:.....Sub District:.....District:.....

Province:.....Postal Code:.....Tel:.....Mobile:.....,

hereinafter called "The Employee".

1. Duties, Responsibilities and Wage Rate

The Employer agrees to employ the Employee to perform the job as.....whose responsibilities (Clearly stated and in detail) are as follows:.....

At the daily/weekly/monthly wage rate ofbaht which will be paid on the date of the month (specify the date to be paid) at and by way of (Specify the location and method of payment).

2. Welfare Benefits (Medical treatment, accommodation, food, etc.)

.....
.....

3. Duration and Place of Work

The contract shall be in force fordays/months/years
from the date of to the date of
(In case of a fixed-term contract, a termination date should be stated).

The place of work will be at the house No.....

Building.....Moo:

Lane:.....

Street:.....Subdistrict:.....District:

.....Province :..... Postal Code :

..... Tel:.....Mobile:

4. Holidays

4.1 Weekly holidays: The Employer shall arrange for the
Employee to have.....day (s) as a weekly holiday.

4.2 Traditional Holidays: The Employer shall arrange for the
Employee to have.....day (s) with pay as traditional holidays per year
(Specify the traditional
holidays).....
.....

4.3 Yearly holidays: The Employee who has already worked for
one year is entitled to have working days as yearly holidays with
pay.

This contract is made in duplicate. The Parties to the contract, having read and understood the entire contents of the contract, hereby sign their names in presence of witness. Each party has held one copy of this contract on the date it was signed.

Signature.....Employer Signature.....Employee
(.....)
Date Date

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

The Foundation for Labour and Employment Promotion would be pleased to give advice on or help preparing this employment contract.

For further information, please contact the Foundation for Labour and Employment Promotion at Tel: +662 513 9242 and +662 5138959
or visit us at
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