



LABOUR LAW TOOL

Thailand

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1. Human Trafficking Legal Framework

There are three significant pieces of legislation.

A. *Anti-Trafficking in Persons Act (ATPA)*

The ATPA sets out various offences concerning human trafficking and forced labour/ services¹ including offences involving persons who compel another person to work or provide service by one of the following methods which renders such person to be in a condition unable to resist.

- Causing fear of injury to life, body, liberty, reputation, or property of such person or other person.
- Threatening by any means.
- Using violence.
- Seizing an essential personal document of such person.
- Unlawfully binding such person with debts of that person or another person
- Doing other acts of a similar nature to the above.

An offence of forced labour or service may result in imprisonment (between 6 months to 4 years) or fine (between Baht 50,000 to 400,000 per a victim) or both².

B. *Notification of the Office of Prime Minister re: Measures on Anti-Trafficking in Persons in Business Establishment, Factory, and Vehicle*

This regulation imposes certain anti-trafficking obligations on a specified list of establishments or vehicles e.g. factory, entertainment establishment, hotel, and certain commercial accommodation³.

The obligations include an obligation to monitor and ensure that no offences relating to human trafficking occur in the establishments, as well as to notify the Competent Official⁴ of any suspected or actual human trafficking offences.

Failure to comply with any anti-trafficking measures may result in the temporary closure of an establishment or suspension of an operating licence⁵. Failure to comply with the Competent Official⁶'s order is a criminal offence which attracts a penalty of imprisonment (not exceeding 6 months) or a fine (between Baht 10,000 – 100,000) or both⁷.

C. *Penal Code*

In addition to the human-trafficking offences set out above, human trafficking may fall under offences prescribed in the Penal Code, especially offences relating to personal liberty⁸ which attract penalties of imprisonment and/or fines.

1 See [Anti-Trafficking in Persons Act](#), section 6/1.

2 See [Anti-Trafficking in Persons Act](#), sections 6/1 and 52/1.

3 See [Notification of the Office of Prime Minister re: Measures on Anti-Trafficking in Persons in Business Establishment, Factory, and Vehicle](#), section 1 and 2.

4 Section 4 of [Anti-Trafficking in Persons Act](#): "Competent Official" means a superior administrative or police official including government official holding a position not lower than level 3 of an ordinary civil servant appointed by the Minister, who possesses qualifications specified in the Ministerial Regulation, to perform the duty under this Act.

5 See [Anti-Trafficking in Persons Act](#), section 16/2.

6 Ibid. 4, 1.

7 See [Anti-Trafficking in Persons Act](#), section 53/2.

8 See [Penal Code](#), sections 309-321.

2. Recruitment Fees

a. Fees paid for work permits or renewal

The laws dealing with recruitment fees and related expenses are set out below.

A. *Emergency Decree on Foreigners' Working Management (EDFW)*

A licencee for bringing foreigners to work cannot obtain any money or property from foreigners (including for work permits)⁹. Breach may result in imprisonment (not exceeding one year) and a fine (two times the amount that was illegally charged or received from the employee or the employer)¹⁰.

An employer who engages foreign employees in Thailand cannot request money or properties from foreigners except payments advanced by the employer for certain expenses (e.g. passport costs, health-check costs, work permit costs and similar costs as announced by the Director-General of Department of Employment)¹¹. An employer may deduct expenses from foreigners' wage, overtime pay, holiday pay, and holiday overtime pay (although there are limitations on this right). Breach may result in imprisonment (not exceeding six months) or a fine (two times the amount of prohibited or excess payment or property charged or received from the employee)¹².

B. *Job Procurement and Job Seeker Protection Act (JPA)*

A recruitment licensee cannot request money or other assets from a job seeker except the service fee or expenses relating to the job procurement as specified in the Ministerial Regulation¹³. The JPA prescribes the allowable service fees and expenses as follows.

Job in country

- The service fee and/or expense chargeable or receivable from the job seeker must not exceed 25% of the monthly wage which the job seeker would receive in the first month or during the first 30 days of employment.
- There is no list of specific expenses that the licensee is allowed to charge. However, the expense must relate to job procurement and must not exceed the statutory rate limitation.
- If the recruitment licensee breaches these provisions, they can be subject to an order to rectify non-compliance, temporarily suspend or revoke the licence¹⁴.

9 See [Emergency Decree on Foreigners' Working Management](#), section 42.

10 See [Emergency Decree on Foreigners' Working Management](#), section 111.

11 See [Emergency Decree on Foreigners' Working Management](#), section 49.

12 See [Emergency Decree on Foreigners' Working Management](#), section 114.

13 See [Job Procurement and Job Seeker Protection Act](#), sections 26 and 47.

14 See [Job Procurement and Job Seeker Protection Act](#), sections 69 and 70.

Overseas job

- The service fee chargeable or receivable from the job seeker must not exceed one time of the monthly wage which the job seeker would receive in the first month or during the first 30 days of employment. The expense chargeable or receivable from the job seeker for an overseas job must also be the actual cost which must not exceed three times of the monthly wage which the job seeker would receive in the first month or within the first 90 days of employment.
- Licensees can only charge fees for job position procurement and relevant expense/ fees being document certification fees; translation fees; visa stamp fees; and the cost for taking care of the job seeker as required by the law of the country.
- There are specific items which are considered 'personal expenses' that licensees cannot charge or receive from a job seeker, including the costs of passports; health checks; skill testing; flights; airport fees; and language and culture study for working aboard.
- Accordingly, recruitment licensees cannot charge a job seeker for work permit costs associated with overseas job procurement.
- If recruitment licensees breache these provisions, they can be subject to an order to rectify non-compliance, or temporarily suspend or revoke the licence¹⁵. In addition, there is also a criminal penalty (imprisonment of not exceeding one year) or a fine (five times of the service fee or expense charged in excess or in advance)¹⁶

Special provisions apply to job procurement for fishery labour. All service fee or expenses in relation to job procurement must only be charged to the ship owner¹⁷ and the ship owner is responsible for paying such service fee or expenses¹⁸. In circumstances where there is a breach, the Competent Official¹⁹ is empowered to order the ship owner to comply with Labour Protection in Fishery Work Act, including requiring the ship owner to pay all service fee and expenses in relation to job procurement²⁰. Failure to comply with the order of the Competent Official attracts a criminal penalty of imprisonment(not exceeding one year), or a fine (between Baht 20,000 to 50,000) or both²¹.

C. Maritime Labour Act (MLA)

Recruitment licensees cannot charge any service fee or expenses to seafarer job seekers (including work permit fees), except the cost for issuance of a medical certificate; fee for issuance of seafarer documentation issued by Marine Department; fee for passport or document used for travelling; and other expenses as prescribed in the ministerial regulation. Note: No such regulation has been issued²². The penalty for breach is imprisonment (not exceeding one year) and a fine (five times of the service fee or expense charged)²³.

15 See [Job Procurement and Job Seeker Protection Act](#), sections 69 and 70.

16 See [Job Procurement and Job Seeker Protection Act](#), section 79.

17 Section 3 of [Labour Protection in Fishery Work Act](#): "Ship owner" means an owner of a fishing vessel and shall also include a lessee of a fishing vessel but shall exclude an owner of a fishing vessel leased to another person or used for engaging in a fishing business without the owner's involvement.

18 See [Labour Protection in Fishery Work Act](#), section 11.

19 Section 4 of [Labour Protection in Fishery Work Act](#): Official means any official appointed by the Ministry, which, according to section 2 of the [Notification of Transportation re: Appointment of Officials Pursuant to Labour Protection in Fishery Work Act](#), are the officials of various level in Marine Department.

20 See [Labour Protection in Fishery Work Act](#), section 16.

21 See [Labour Protection in Fishery Work Act](#), section 18.

22 See [Maritime Labour Act](#), section 35.

23 See [Maritime Labour Act](#), section 116.

b. Fees paid for passports (and/or passport renewals)

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fee or expense to foreigners. See 2(a) for details.
- **JPA:** Recruitment licensees under the JPA cannot charge passport costs to job seekers. See 2(a) for details.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details.

There is no breach of law in the following circumstances.

- **EDFW:** Employers who directly bring foreigners to work with them in Thailand may charge for passport costs as advanced for such foreigners.
- **MLA:** Recruitment licensees may charge seafarer jobseekers for fees advanced for passports or documents used for travelling.

c. Fees paid for visas and other travel documents

Visas

There is a breach of law in the following circumstances:

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses to foreigners at all. See 2(a) for details.
- **EDFW:** Employers who bring foreigners to work with them cannot charge visa costs to the foreigners. See 2(a) for details.
- **MLA:** Recruitment licensees cannot charge visa costs to seafarer jobseekers. See 2(a) for details.
- **Fishery labour:** All service fee or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details.

There is no breach of law when recruitment licensees under the JPA charge job seekers for visa costs for procuring an overseas job.

Other travel documents

There is a breach of law in the following circumstances

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses to foreigners. See 2(a) for details.
- **EDFW:** Employers who bring foreigners to work with them cannot charge this cost to the foreigners. See 2(a) for details.
- **JPA:** Recruitment licensees under the JPA cannot charge this cost to job seekers for procuring an overseas job. See 2(a) for details.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details.

There is no breach of laws when recruitment licensees charge this cost onto seafarer jobseekers under the MLA.

d. Fees paid for border crossings

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses from foreigners at all. See 2(a) for details.
- **EDFW:** Employers who directly bring foreigners to work with them in Thailand cannot charge this cost onto those foreigners. See 2(a) for details.
- **MLA:** Recruitment licensees cannot charge this cost to seafarer jobseekers. See 2(a) for details.
- **JPA:** Recruitment licensees cannot charge this cost to job seekers for procuring an overseas job. See 2(a) for details.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details.

e. Fees paid for travel from home to work location

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses onto foreigners. See 2(a) for details regarding breach.
- **EDFW:** Employers who directly bring foreigners to work with them in Thailand cannot charge travel costs from home to work location to such foreigners. See 2(a) for details regarding breach. Note: Unless the contract provides otherwise, the EDFW allows an employer to deduct payments from foreigners for advanced travel cost for bringing such employees to work with them in Thailand²⁴.
- **MLA:** Recruitment licensees cannot charge this cost onto seafarer jobseekers. See 2(a) for details regarding breach.
- **JPA:** Recruitment licensees cannot charge this cost onto job seekers for procuring an overseas job. See 2(a) for details regarding breach.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details regarding breach.

f. Fees paid for work training/orientation

There is a breach of law. See 2(d) above.

g. Fees paid to employer for rent

There is a breach of law. See 2(d) above.

h. Fees paid for accommodation in the departure location or during transit to the work location

There is a breach of law. See 2(d) above.

24 See [Emergency Decree on Foreigners' Working Management](#), section 49.

i. Fees paid for 'placement' 'recruitment' or 'thank you' fees

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses to foreigners. See 2(a) for details regarding breach.
- **EDFW:** Employers who directly bring foreigners to work with them in Thailand cannot charge this cost onto those foreigners. See 2(a) for details regarding breach.
- **MLA:** Recruitment licensees cannot charge this cost onto seafarer jobseekers. See 2(a) for details regarding breach.
- **Fishery labour:** Service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details regarding breach.

There is no breach of law when recruitment licensees under the JPA charge a service fee for job procurement (in country and overseas) to job seekers but the amount must not exceed the statutory limitation rate.

j. Fees paid for translation services

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses onto foreigners. See 2(a) for details regarding breach.
- **EDFW:** Employers who directly bring foreigners to work with them in Thailand cannot charge this cost to those foreigners. See 2(a) for details regarding breach.
- **MLA:** Recruitment licensees cannot charge this cost onto seafarer job seekers. See 2(a) for details regarding breach.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details regarding breach.

There is not a breach of law when recruitment licensees under the JPA charge this cost onto a job seeker for procuring an overseas job.

k. Fees paid for document checking and certification

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses to foreigners. See 2(a) for details regarding breach.
- **EDFW:** Employers who directly bring foreigners to work with them in Thailand cannot charge document checking and certification onto those foreigners. See 2(a) for details regarding breach.
- **MLA:** Recruitment licensees cannot charge document checking and certification onto seafarer job seekers. See 2(a) for details regarding breach.
- **JPA:** Recruitment licensees cannot charge document checking onto job seekers for procuring an overseas job. See 2(1) for details regarding breach.
- **Fishery labour:** All service fee or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details regarding breach.

There is no breach of law when recruitment licensees under the JPA charges for document certification from a job seeker for procuring an overseas job.

l. Fees paid for health assessment

There is a breach of law in the following circumstances.

- **EDFW:** Licensees for bringing foreigners to work cannot charge any fees or expenses onto foreigners. See 2(a) for details regarding breach.
- **JPA:** Recruitment licensees cannot charge health check costs onto job seekers. See 2(a) for details regarding breach.
- **Fishery labour:** All service fees or expenses relating to job procurement for fishery labour must only be charged to the ship owner. See 2(a) for details regarding breach.

There is no breach of law in the following circumstances.

- **EDFW:** Employers who directly bring foreigners to work with them in Thailand can charge health check cost onto those foreigners.
- **MLA:** Recruitment licensees can charge costs for issuance of a medical certificate onto seafarer job seekers.

m. Fees paid for vaccinations

There is a breach of law. See 2(d) above.

n. Fees paid for travel booking services

There is a breach of law. See 2(d) above.

o. Fees paid for guaranteeing future work

There is a breach of law . See 2(d) above.

p. Fees paid for on-the-job training

There is a breach of law. See 2(d) above.

q. Knowingly charging fees to a worker to secure a job that does not exist

There is a breach of law in the following circumstances.

- **JPA:** Any person who deceives another person that they can procure a job, or can send such another person to get a job training aboard and, through such deception, obtains money or other benefits from the deceived person may be liable for imprisonment (between 3 – 10 years) or fine (between Baht 60,000 – 200,000) or both for breach of the JPA²⁵.
- **EDFW:** Any person who deceives another person to believe that they can bring foreigners to work in Thailand or procure foreigners to work with an employer and, through such deception, obtains money or other property from the deceived person may be liable for imprisonment (between 3 years to 10 years) or fine (between Baht 600,000 – 1,000,000 per a foreigner) or both under the EDFW²⁶. If this offence is committed by at least three persons jointly or by a member of organized criminal under the law on anti-trafficking in person, the penalty may be increased by one half.

25 See [Job Procurement and Job Seeker Protection Act](#), section 91 ter.

26 See [Emergency Decree on Foreigners' Working Management](#), section 128.

3. Child Labour

a. Employing a child below the legal working age.

There may be a breach of the following laws.

- **Labour Protection Act (LPA):** Hiring an employee who is under 15 years old is prohibited²⁷. Note, this legal working age can fluctuate (but not below 15 years of age) depending on specific industries specified in ministerial regulations (e.g. It is prohibited to employ anyone less than 18 years old for work in seawater fishing boats). Breach by an employer can result in a fine (from Baht 400,000 - 800,000 per one employee) or imprisonment (not exceeding two years) or both²⁸.
- **Maritime Labour Act (MLA):** Hiring an employee who is under 16 years old to work on board a ship is prohibited²⁹. Breach can result in imprisonment (not exceeding one year) or fine (not exceeding Baht 200,000) or both³⁰.

b. Employing a minor to engage in hazardous work.

There may be a breach of the following laws.

- **LPA:** Employment of a child under 18 years to do any hazardous work (e.g. work involving hazardous chemicals, work underground or in cave) is prohibited³¹. Breach can result in a fine (from Baht 400,000 - 800,000 per one employee) and/or imprisonment (not exceeding two years)³².
- **MLA:** Employment of a child under 18 years to do any hazardous work on board a ship is prohibited (such as work in confined space, work relating to tying a ship, towing rope, anchoring a ship).³³ Breach can result in imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both³⁴.
- **Protection of Home Worker Protection Act (PHWA):** Hiring a home worker under 15 years to do any hazardous work (e.g. work relating to machine which may cause injury) is prohibited³⁵. Breach can result in imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both.³⁶

Note: The PHWA is intended to protect home workers in a broader sense and is not limited to employment (e.g. a child home worker working as an independent contractor may not be protected under LPA as they may not be legally considered as an employee and the legal working age of 15 years old under the LPA above may not apply to them). Therefore, to address this loophole, the PHWA provides protection for the child home worker under 15 years by prohibiting them to work with certain hazardous work.

27 See [Labour Protection Act](#), section 44.

28 See [Labour Protection Act](#), section 148/1.

29 See [Maritime Labour Act](#), section 15.

30 See [Maritime Labour Act](#), section 110.

31 See [Labour Protection Act](#), section 49 and its sub-regulation.

32 See [Labour Protection Act](#), section 148/2.

33 See [Maritime Labour Act](#), section 17 and its sub-regulation.

34 See [Maritime Labour Act](#), section 109.

35 See [Home Worker Protection Act](#), section 20.

36 See [Home Worker Protection Act](#), section 43

4. Wage Deductions

a. Withholding wages as a bond

There may be a breach of the following laws.

- **LPA:** Wages cannot be deducted except in specified situations³⁷ (e.g. income tax withholding; contribution as required by the law; debts which are beneficial to the employee only). Breach can result in imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both³⁸.
- **MLA:** Wages for seafarers cannot be deducted except in specified situations such as paying taxes legally responsible by seafarers or other statutory payments, contributions to labour unions or organizations of seafarers³⁹. Breach can result in imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both⁴⁰.
- **PHWA:** Compensation for home workers cannot be deducted except in specified situations such as paying taxes legally responsible by home workers, and other statutory payments⁴¹. Breach can result in imprisonment (not exceeding 3 months) or a fine (not exceeding Baht 50,000) or both⁴².

A bond is not one of the above statutory exceptions and thus it is not legally permissible for employers to deduct wages for paying a bond.

b. Withholding wages as forced savings

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

c. Withholding wages as punishment for being late to shift

This conduct can be a breach of law unless it falls under the following exceptions.

- If the home worker consents, wages can be deducted as damages or penalty for late delivery of work by a home worker⁴³.
- If the employee consents, wages can be deducted as damages for an employee being late to work wilfully or with gross negligence and such lateness causes damages to the employer⁴⁴.

d. Withholding wages for refusing overtime

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

37 See [Labour Protection Act](#), section 76.

38 See [Labour Protection Act](#), section 144.

39 See [Maritime Labour Act](#), section 54.

40 See [Maritime Labour Act](#), section 109.

41 See [Protection of Home Worker Act](#), section 19.

42 See [Protection of Home Worker Act](#), section 42.

43 See [Protection of Home Worker Act](#), section 19(4).

44 See [Labour Protection Act](#), section 76 (4).

e. Withholding wages for missing goods

This conduct can be a breach of the law unless it falls under the exception under the LPA⁴⁵ and the PHWA⁴⁶ (i.e. due to the employee's wilful act or gross negligence and the prior consent for the deduction from the employee/home worker is obtained).

f. Withholding wages for accommodation (without explicit consent)

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

g. Withholding wages for bills such as water (without explicit consent)

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

h. Withholding wages for absence/illness (outside of legal terms in employment contract)

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

i. Withholding wages for uniform/work equipment

This is a breach of the law as it does not fall within one of the limited exceptions outlined in 4(a) above.

j. Taking control of the workers' bank account

There is no specific legal prohibition on this conduct but please note:

- The restriction on wage deductions detailed in 4(a).
- If this conduct is done with the intention to force someone to work or provide services by taking control of their bank account, it may be deemed an offence of forced labour or service. Breach can result in imprisonment (between 6 months to 4 years) or a fine (between Baht 50,000 to 400,000 per a victim) or both⁴⁷.

5. Employment Contracts

a. Workers do not have necessary legal work permits

This is a breach of the EDFW. A foreigner cannot work in Thailand without a work permit, and no one can hire a foreign employee without a work permit⁴⁸. Any foreigner who breaches this law can be subject to a fine (between Baht 5,000 to 50,000) and deportation unless they are an exempted foreigner under the law⁴⁹.

Any person who hires such foreigner in breach of the above can also be subject to a fine (between Baht 10,000 to 100,000) for each foreigner hired⁵⁰ for the first offence commission. Repeated

45 Ibid.

46 See [Protection of Home Worker Act](#), section 19(3).

47 See [Anti-Trafficking in Persons Act](#), sections 6/1 and 52/1.

48 See [Emergency Decree on Foreigners' Working Management](#), sections 8 and 9.

49 See [Emergency Decree on Foreigners' Working Management](#), section 101.

50 See [Emergency Decree on Foreigners' Working Management](#), section 102.

offences can result in imprisonment (not exceeding 1 year) or fine (between Baht 50,000 to 200,000 per a foreigner hired) or both.

Please note that a foreigner who is an injured party or witness in a human trafficking offence, will be exempted from the punishment for the offence⁵¹.

b. Employment contract is not in writing

There is no legal requirement that employment contracts must be in writing. Verbal employment contracts can be legally valid and enforceable except contracts with the following employees.

- **EDFW:** Employers who directly bring a foreigner to work in Thailand under the memorandum of agreement or understanding that the Thai government has executed with foreign governments (e.g. Laos, Cambodia) (MOU employee) must execute an employment contract in writing with the prescribed content⁵². A copy of the contract must be kept at the employer's business premises and another must be provided to the worker. The employer's failure to present the employment agreement in writing on request by the Competent Official⁵³ may result in a fine (not exceeding Baht 5,000)⁵⁴.
- **MLA:** Ship owners⁵⁵ must execute employment contracts with seafarers in writing, signed by both the ship owner and the seafarer with certain prescribed content⁵⁶. One copy must be kept on the ship and another copy must be provided to the seafarer. Breach by the ship owner may result in imprisonment (not exceeding one year) or fine (not exceeding Baht 200,000) or both⁵⁷.
- **PHWA:** The hirer⁵⁸ of a home worker must execute a document relating to home work with certain prescribed content⁵⁹. One copy must be kept in the business establishment and another copy must be provided to the home worker. A hirer who breaches the above can be subject to fine (not exceeding Baht 10,000)⁶⁰.
- **Ministerial Regulation on Labour Protection in Seawater Fishery (MRLF) (issued under LPA):** For employees working in seawater fishing boats, employers⁶¹ must execute an employment contract in writing in accordance with a prescribed template and a copy must be provided to the employee⁶². Any employer who breaches this may be subject to imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both⁶³.

51 See [Emergency Decree on Foreigners' Working Management](#), section 101.

52 See [Emergency Decree on Foreigners' Working Management](#), section 46.

53 Section 5 of [Emergency Decree on Foreigners' Working Management](#):

"Competent Official" means a person appointed by the Minister for performing activities under this Emergency Decree (which, according to the [Order of the Ministry of Labour no. 237/2560 re: Appointment of Competent Official to Perform Duties under Emergency Decree on Foreigners' Working Management](#) B.E. 2560 includes, among others, Commissioned Police Officer of the Royal Thai Police).

54 See [Emergency Decree on Foreigners' Working Management](#), section 113.

55 Section 3 of [Maritime Labour Act](#): "Ship owner" means

1. a person having ownership of such ship;
2. a person leasing a ship;
3. a person renting an empty ship;
4. a person who is assigned to act on behalf of the person in (1), (2) or (3);
5. a person who is assigned by the person in (1), (2), (3) or (4) to be a recruiter of a seafarer for a benefit of the person in (1), (2) or (3) or (4) which is not a recruitment business; even though, such person is either a supervisor or is responsible for wage payment of seafarers

56 See [Maritime Labour Act](#), section 43.

57 See [Maritime Labour Act](#), section 110.

58 Section 3 of [Protection of Home Worker Act](#): "Hirer" means an entrepreneur who agrees to employ a homemaker to carry out home work whether by given out directly or through an agent or acting as a sub-contractor.

59 See [Protection of Home Worker Act](#), section 9.

60 See [Protection of Home Worker Act](#), section 41.

61 Section 2 of [Ministerial Regulation on Labour Protection in Seawater Fishery](#): "Employer" means an employer as defined in the law on labour protection and includes the owner of the fishing boat which employs or allows other persons to use such boat to work in seawater fishery for the purpose of sharing profits between them but excludes the ship owner who rents the fishing boat to the another person to perform seawater fishery without his/her involvement.

62 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 6.

63 See [Labour Protection Act](#), section 144.

c. Employment contract is not signed by the worker

This conduct breaches the following laws.

- **MLA – seafarer:** Employment contracts with seafarers must be signed by both the ship owner and the seafarer⁶⁴. Breach by the ship owner may result in imprisonment (not exceeding one year) or fine (not exceeding Baht 200,000) or both⁶⁵.
- **PHWA – home worker:** Document relating to home work must contain both signatures of the hirer and the home worker⁶⁶. A hirer who breaches the above can be subject to a fine (not exceeding Baht 10,000)⁶⁷.
- **MOU employees and employees in seawater fishing boats** (see above): Although the relevant legislation does not specifically require the contract to be signed by the employee and employer, the Civil and *Commercial Code* requires that any documents which the law requires to be in writing must be signed by the executor of such document, thus the employment contract must also be signed by such employees to be legally valid⁶⁸. Failure to comply result in the following penalties.
 - i. **EDFW – MOU employee:** Employers who fail to present the employment agreement in writing on request by a Competent Official⁶⁹ may receive a fine (not exceeding Baht 5,000)⁷⁰.
 - ii. **MRLF – employee in seawater fishing boat:** Employer who breaches the MRLF⁷¹ may be subject to imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both⁷².

d. Employment contract is not signed by the employer

This may be a breach of law. See 5(3) above.

e. Employment contract does not comply with local law

In general, the fact that an employment contract does not comply with local laws is not a breach of law and there is no penalty in connection with this. Clauses that do not comply with local laws are simply not legally valid and enforceable.

However, for certain groups of employees mentioned below, Thai laws require a template standard employment contract to be used, or requires the contract to contain certain terms and conditions. If an employment contract does not contain the required terms and conditions, there will be a breach of the following laws.

- **MRLF – Employee in seawater fishing boat:** MRLF and its sub-regulation require employment contracts to be in the template form specified in the MRLF⁷³. Breach by the employer may result in imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both⁷⁴.

64 See [Maritime Labour Act](#), section 43.

65 See [Maritime Labour Act](#), section 110.

66 See [Protection of Home Worker Act](#), section 9(7).

67 See [Protection of Home Worker Act](#), section 41.

68 See [Civil and Commercial Code](#), section 9.

69 Ibid. 52, 15.

70 See [Emergency Decree on Foreigners' Working Management](#), section 113.

71 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 6.

72 See [Labour Protection Act](#), section 144.

73 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 6.

74 See [Labour Protection Act](#), section 144.

- **EDFW – MOU employee:** Although there is no specific template of employment contract prescribed under EDFW or its sub-regulation, in practice, when applying for permissions to bring MOU employees to work in Thailand, the Department of Employment requires template employments contract for each nationality of MOU employees to be used. Otherwise, the official will not approve such application.
- **MLA – Seafarer:** Employment contracts must contain certain required terms (e.g. current address of ship owner, name and nationality of the ship). Breach by the ship owner may result in imprisonment (not exceeding one year) or a fine (not exceeding Baht 200,000) or both⁷⁵.
- **PHWA – Home worker:** Contracts with home worker must contain certain required terms (e.g. name, address, gender, and age of the employee). Breach by the employer may result in a fine (not exceeding Baht 10,000)⁷⁶

f. Employment contract is not in the worker's native language

There is no general requirement to execute contracts in an employee's native language. However, if an employee does not understand the terms of contract and the employer knows that, the contract can be void as it may be considered that the employee entered into the contract without intention⁷⁷.

Laws relating to the languages (not necessarily the worker's native language) to be used in employment contracts include the following.

- Although there is no legal requirement to use an employee's native language for MOU employees under EDFW, the documents required in the approval process for bringing such employees to work in Thailand include an employment contract which must be in the template required by the authority and contain two or three languages i.e. Thai; English; and the language of the MOU employee (e.g. Laos, Cambodian, Burmese).
- It is also worth noting that such language requirements for employment contracts are specified under each Memorandum of Agreement on Employment that the Thai government has executed with its respective neighbouring countries.
- **MLA – Seafarer:** Employment contracts must be executed in both the Thai and English languages⁷⁸. Breach by the ship owner can result in a fine (not exceeding Baht 20,000)⁷⁹.
- **PHWA – Home worker:** The document relating to home work must be in the Thai language⁸⁰. Breach by the hirer can result in a fine (not exceeding Baht 10,000)⁸¹.
- **MRLF – Employee in seawater fishing boat:** Employment contracts must use the template specified by the sub-regulation of MRLF which is in Thai language⁸². Any employer who breaches this can be subject to imprisonment (of not exceeding 6 months) or fine (not exceeding Baht 100,000) or both⁸³.

75 See [Maritime Labour Act](#), sections 43 and 110.

76 See [Protection of Home Worker Act](#), sections 9 and 41.

77 See [Civil and Commercial Code](#), section 154.

78 See [Maritime Labour Act](#), section 10.

79 See [Maritime Labour Act](#), sections 108.

80 See [Protection of Home Worker Act](#), section 9.

81 See [Protection of Home Worker Act](#), section 41.

82 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 6.

83 See [Labour Protection Act](#), section 144.

g. Contract excludes key components

i. Wages estimates

Excluding details of wages can be a breach of the following laws.

- **EDFW - MOU employee:** Employment contracts with MOU worker must include items specified in the sub-regulation including details of wages and welfare provided to the employee⁸⁴. An employer's failure to present the employment agreement in writing on request by Competent Official⁸⁵ may result in a fine (not exceeding Baht 5,000)⁸⁶
- As noted in 5(e) above, in its approval process for bringing MOU employees to work in Thailand, the Department of Employment requires the use of template employment contracts for MOU employees. These template contracts contain more detailed contractual terms than those specified in the sub-regulation mentioned above including, among others, amount of wage to be paid, the date of wage payment and more details on welfare such as accommodation which must be provided to the MOU employee. Thus, in practice, the content of such templates of employment contracts must also be taken into account.
- It is also worth noting that certain welfare requirements (e.g. accommodation, repatriation costs to be provided by the employer) are specified in Memorandum of Agreements on Employment that the Thai government has executed with its respective neighbouring countries.
- **MLA – Seafarer:** Employment contracts must include items specified in the MLA including wage details⁸⁷. Breach by the ship owner can result in imprisonment (not exceeding one year) or a fine (not exceeding Baht 200,000) or both⁸⁸.
- **PHWA – Home worker:** Documents relating to home work must include wage details⁸⁹. Breach by the hirer can result in a fine (not exceeding Baht 10,000)⁹⁰.
- **MRLF – Employee in seawater fishing boat:** Employment contracts must use the template specified in the sub-regulation which includes wage details⁹¹. Breach by the employer can result in imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both⁹².

ii. Early termination with notice

This is a breach of the following laws.

- **EDFW - MOU employee:** Employment contracts must include a clause dealing with early termination with notice⁹³. See 5(g)(i) above for details regarding breach.

84 See [Emergency Decree on Foreigners' Working Management](#), section 46.

85 Ibid. 52, 15.

86 See [Emergency Decree on Foreigners' Working Management](#), section 113.

87 See [Maritime Labour Act](#), section 43.

88 See [Maritime Labour Act](#), section 110.

89 See [Protection of Home Worker Act](#), section 9.

90 See [Protection of Home Worker Act](#), section 41.

91 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 6.

92 See [Labour Protection Act](#), section 144.

93 See [Emergency Decree on Foreigners' Working Management](#), section 46 and its sub-regulation.

- **MLA – Seafarer:** Employment contracts with seafarers must include a clause dealing with early termination with notice⁹⁴. See 5(g)(i) for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA) and employees in seawater fishing boats (MRLF).

iii. Early termination without notice

This is a breach of the following laws.

- **EDFW - MOU employee:** Employment contracts must include a clause dealing with early termination with notice⁹⁵. See 5(g)(i) above for details regarding breach.
- **MLA – Seafarer:** Employment contracts with seafarers must include a clause dealing with early termination with notice⁹⁶. See 5(g)(i) for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA) and employees in seawater fishing boats (MRLF).

iv. Details of mandatory recruitment fees

No breach of local laws

transportation terms (including repatriation costs at end of contract)

This is a breach of the following laws.

- **EDFW - MOU employee:** The prescribed template employment contract includes transportation terms. See 5(g)(i) above for details regarding breach.
- **MLA – Seafarer:** Employment contracts with the seafarer must include a clause about repatriation costs⁹⁷. See 5(g)(i) above for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA) and employees in seawater fishing boats (MRLF).

v. Accommodation terms (if relevant);

This is a breach of the ED FW. The prescribed template employment contract for MOU employees must include accommodation terms. See 5(g)(i) above for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA), seafarers (MLA) and employees in seawater fishing boats (MRLF).

vi. Discipline terms (lateness, illness etc.)

This is a breach of the ED FW. The prescribed template employment contract for MOU employees includes certain discipline terms. See 5(g)(i) above for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA), seafarers (MLA) and employees in seawater fishing boats (MRLF).

94 See [Maritime Labour Act](#), section 43.

95 See [Emergency Decree on Foreigners' Working Management](#), section 46 and its sub-regulation.

96 See [Maritime Labour Act](#), section 43.

97 Ibid.

vii. Standard holiday entitlements

This is a breach of the following laws.

- **EDFW - MOU employee:** Employment contracts with MOU employees must include this clause⁹⁸. See 5(g)(i) above for details regarding breach.
- **MLA – Seafarer:** Employment contracts with the seafarer must include a clause about repatriation costs⁹⁹. See 5(g)(i) above for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA) and employees in seawater fishing boats (MRLF).

viii. Illness entitlements

This is a breach of the following laws.

- **EDFW - MOU employee:** The template employment contract for MOU employees includes terms on illness entitlements. See 5(g)(i) above for details regarding breach.
- **MLA – Seafarer:** Employment contracts with the seafarers must include a clause relevant to illness entitlements¹⁰⁰. See answer to 5(g)(i) above for details regarding breach.

There is no requirement to include this clause in employment contracts for other employees, including home workers (PHWA) and employees in seawater fishing boats (MRLF).

h. Illiterate workers have not been read their contract

This may not directly breach any law, but the employment contract may be void in circumstances where the employee does not understand its terms, and the employer is aware of this. In this situation the employee could claim that they entered into the contract without intention.¹⁰¹

i. Employment contract has been substituted or amended after signing

Provided that the amendment or substitution of any clause or entire employment contract is not in breach of any Thai laws, the parties may agree to amend or substitute contractual terms and conditions as they wish. However, the contract may not be legally valid if the employer or employee unilaterally amends or substitutes it.

j. Workers are not provided a copy of their contract

This is a breach of law for certain employees. See 5(b) above.

98 See [Emergency Decree on Foreigners' Working Management](#), section 46 and its sub-regulation.

99 See [Maritime Labour Act](#), section 43.

100 Ibid.

101 See the [Civil and Commercial Code](#), Section 154.

6. Payment Issues

a. Payslips are not provided to workers

This is a breach of the law for seafarers under the MLA which requires ship owners to provide documents relating to payments of wage or overtime to the seafarer every time the payment is made.¹⁰² Breach by a ship owner can result in a fine (penalty of not exceeding Baht 20,000).¹⁰³

Although there is no requirement to provide payslips to employees in general under LPA, the LPA requires employers who employ 10 or more employees to prepare and keep documents relating to payment of wages, overtime pay, holiday pay and holiday overtime pay.¹⁰⁴ Any employer who fails to comply may be subject to a fine (not exceeding Baht 20,000).¹⁰⁵

The MRLF requires employers to keep similar documents for employees in fishing boats, regardless of the number of their employees.¹⁰⁶ Any employer who fails to comply may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁰⁷.

b. Payslips are not compliant with local laws, if any

This is a breach of law as documents relating to payment of wages, overtime pay, holiday pay and holiday overtime pay must contain certain prescribed details (e.g. date and time of work, rate and amount of wage, overtime pay, holiday pay and holiday overtime pay)¹⁰⁸. Employers who fail to comply may be subject to a fine (not exceeding Baht 20,000).¹⁰⁹

There are similar requirements for payslips for seafarers¹¹⁰ and workers in fishing boats¹¹¹. Ship owners who fail to comply with the MLA in this respect may be subject to a fine (not exceeding Baht 20,000).¹¹² Employers who fail to comply with the MRLF in this respect may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹¹³.

c. Payslips are not legible

There is no specific legal requirement for payslips to be legible. However, this can be a breach of the law if it is done with an intention to avoid compliance with the law (e.g. to avoid providing detail of wage payment)¹¹⁴.

d. Workers are not paid the salary agreed in their contract of employment

This is a breach of laws. For employees receiving wages monthly, daily, hourly or in other interval less than one month, wages must be *paid correctly* at least once a month or other period as

102 See [Maritime Labour Act](#), section 52.

103 See [Maritime Labour Act](#), section 108.

104 See [Labour Protection Act](#), section 114.

105 See [Labour Protection Act](#), sections 114 and 146.

106 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 8.

107 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 8 and [Labour Protection Act](#), section 144.

108 See [Labour Protection Act](#), section 114.

109 See [Labour Protection Act](#), section 146.

110 See [Maritime Labour Act](#), section 52.

111 See [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 8.

112 See [Maritime Labour Act](#), section 108.

113 See [Labour Protection Act](#), section 144.

114 See [Labour Protection Act](#), sections 114, [Maritime Labour Act](#), section 52, and [Ministerial Regulation on Labour Protection in Seawater Fishery](#), section 8.

mutually agreed which is more beneficial to the employee¹¹⁵. Failure to comply may subject the employer/ship owner to:

- **LPA – general employees:** Employers who fail to pay wages correctly will be liable to pay interest on the wages at the rate of 15% per annum during the default¹¹⁶. In addition, if such failure is intentional without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Moreover, employers may face criminal penalties for breach including imprisonment (of not exceeding 6 months) or fine (not exceeding Baht 100,000) or both¹¹⁷.
- **MLA – seafarer:** Ship owners who fail to pay wages correctly will be liable to pay interest on the wages at the rate of 15% per annum of the outstanding amount¹¹⁸. In addition, if such failure is intentional and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Moreover, shipowners may face criminal penalties for breach including imprisonment (not exceeding six months) or fine (not exceeding Baht 100,000) or both¹¹⁹.

e. Workers are paid late

This may breach the following laws.

For all employees receiving wages monthly, daily, hourly or in other intervals less than once per month, wages must be paid correctly at least once per month or other period as mutually agreed which is more beneficial to the employee¹²⁰. Breach by the employer or ship owner may result in the following consequences.

- **LPA – general employees:** Employers who fail to pay wages correctly are liable to pay interest at the rate of 15% per annum on the outstanding amount¹²¹. In addition, if such failure is intentional without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Moreover, breach by the employer may result in imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both¹²².
- **MLA – seafarer:** Ship owners who fail to pay wages correctly are liable to pay interest at the rate of 15% per annum on the outstanding amount¹²³. In addition, if such failure is intentional and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Moreover, breach by the ship owner may result in imprisonment (not exceeding six months) or fine (not exceeding Baht 100,000) or both¹²⁴.
- **PHWA – Home worker:** Hirers must pay compensation to home workers at the time of work delivery or as agreed which must not exceed 7 days from the date of delivery¹²⁵. Breach by hirers may result in imprisonment (not exceeding 3 months) or fine (not exceeding Baht 50,000) or both¹²⁶.

115 See [Labour Protection Act](#), section 70 and the [Maritime Labour Act](#), section 49.

116 See [Labour Protection Act](#), section 9.

117 See [Labour Protection Act](#), section 144.

118 See [Maritime Labour Act](#), section 50.

119 See [Maritime Labour Act](#), section 109.

120 See [Labour Protection Act](#), section 70 and [Maritime Labour Act](#), section 49.

121 See [Labour Protection Act](#), section 9.

122 See [Labour Protection Act](#), section 144.

123 See [Maritime Labour Act](#), section 50.

124 See [Maritime Labour Act](#), section 109.

125 See [Protection of Home Worker Act](#), section 17.

126 See [Protection of Home Worker Act](#), section 42.

f. Workers are not paid minimum wage

This is a breach of the law as employers must not pay wages less than the minimum wage rate¹²⁷. The penalty for breach is imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both¹²⁸.

g. Workers are paid a piece-rate that is not equal to minimum wage

This is a breach of the law. See 6(6) above.

h. Workers are not provided with holiday pay

This is a breach of the LPA¹²⁹ and the MLA¹³⁰.

- **LPA – general employees:** Employers who fail to correctly pay holiday pay are liable to pay interest at the rate of 15% per annum of the outstanding amount¹³¹. In addition, if such failure is intentional and without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days.

For criminal liabilities, there are two scenarios as follows:

- employers who fail to pay wage for paid holidays as legally required may also be subject to a fine (not exceeding Baht 20,000)¹³².
- Employers who fail to pay holiday pay for employees' work done on a public holiday at the rate prescribed by LPA may also be subject to imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both¹³³.
- **MLA – seafarer:** Ship owners who fail to correctly pay holiday pay are liable to pay interest at the rate of 15% per annum of the outstanding amount¹³⁴. In addition, if such failure is intentional and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Employers may also be subject to imprisonment (not exceeding six months) or fine (not exceeding Baht 100,000) or both¹³⁵.

i. Workers are not provided with sick pay

This is a breach of the LPA¹³⁶ and the MLA¹³⁷.

- **LPA – general employees:** Employers who fail to correctly pay sick pay are liable to pay interest at the rate of 15% per annum of the outstanding amount¹³⁸. In addition, if such failure is without justifiable reason and 7 days from the due date have passed, the

127 See [Labour Protection Act](#), section 90.

128 See [Labour Protection Act](#), section 144.

129 See [Labour Protection Act](#), sections 56 and 62.

130 See [Maritime Labour Act](#), section 65.

131 See [Labour Protection Act](#), section 9.

132 See [Labour Protection Act](#), section 146.

133 See [Labour Protection Act](#), section 144.

134 See [Maritime Labour Act](#), section 50.

135 See [Maritime Labour Act](#), section 109.

136 See [Labour Protection Act](#), section 57.

137 See [Maritime Labour Act](#), section 57.

138 See [Labour Protection Act](#), section 9.

employer is required to additionally pay 15% of the outstanding payments for every 7 days. Employers may also be subject to a fine (not exceeding Baht 20,000)¹³⁹.

- **MLA – seafarer:** Ship owners who fail to correctly pay sick leave are liable to pay interest at the rate of 15% per annum of the outstanding amount¹⁴⁰. In addition, if such failure is without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Ship owners may also be subject to a fine (not exceeding Baht 20,000)¹⁴¹.

j. Workers are paid ‘in-kind’ through other means (like ‘work-for-benefits’)

This is a breach of laws as the LPA¹⁴² and the MLA¹⁴³ require wages to be paid in money.

- **LPA – general employees:** Employers must pay wages correctly¹⁴⁴. Breach may result in imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁴⁵.
- **MLA – seafarer:** Ship owners must pay wages correctly¹⁴⁶. Breach may result in imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both¹⁴⁷.

k. Workers are not paid in legal tender

This is a breach of the following laws.

- **LPA – general employees:** Wages must be paid in Thai Baht unless the employee consents to be paid in foreign currency¹⁴⁸. Employers who fail to comply may be subject to a fine (not exceeding Baht 20,000)¹⁴⁹.
- **MLA – seafarer:** Hirers must pay compensation to home workers in Thai Baht unless the home worker consents to be paid in foreign currency¹⁵⁰. Hirers who fail to comply may be subject to imprisonment (not exceeding three months) or a fine (not exceeding Baht 50,000) or both¹⁵¹.

l. Workers are required to work compulsory overtime

This is a breach of the following laws.

- **LPA – general employees:** Compulsory overtime is not legally permitted. Employers are required to obtain an employee’s consent if they wish an employee to work overtime, unless exempted under the law (e.g. urgent work or the nature of work requires the work to be performed continuously) . Employers who breach this law may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁵³.

139 See [Labour Protection Act](#), section 146.

140 See [Maritime Labour Act](#), section 50.

141 See [Maritime Labour Act](#), section 108.

142 See [Labour Protection Act](#), section 5.

143 See [Maritime Labour Act](#), section 3.

144 See [Labour Protection Act](#), section 70.

145 See [Labour Protection Act](#), section 144.

146 See [Maritime Labour Act](#), section 49.

147 See [Maritime Labour Act](#), section 109.

148 See [Labour Protection Act](#), section 54.

149 See [Labour Protection Act](#), section 146.

150 See [Protection of Home Worker Act](#), sections 16

151 See [Protection of Home Worker Act](#), and 42.

152 See [Labour Protection Act](#), section 24.

153 See [Labour Protection Act](#), section 144.

- **MLA – seafarer:** Ship owners may require seafarers to work overtime only as necessary whereby the total time in combination of normal working time must not exceed 14 hours per 24 hours' interval and must not exceed 72 hours per 7 days' interval¹⁵⁴. Ship owners who breach this law may be subject to a fine (not exceeding Baht 20,000)¹⁵⁵.

m. Workers are not paid for overtime work

This is a breach of the following laws.

- **LPA – general employees:** Employers who fail to pay overtime correctly are liable to pay interest at the rate of 15% per annum of the outstanding amount¹⁵⁶. In addition, if such failure is intentional without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Employers who do not correctly pay overtime may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁵⁷.
- **MLA – seafarer:** Ship owners who fail to pay overtime correctly are liable to pay interest at the rate of 15% per annum of the outstanding amount¹⁵⁸. In addition, if such failure is intentional and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Ship owners who do not correctly pay overtime can be subject to imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both¹⁵⁹.

n. Overtime work is used to discipline workers

This is a breach of the law. See 6(l) above.

o. Overtime pay is not in line with legal minimum wage

This is a breach of the following laws.

- **LPA – general employees:** The overtime rate is 1.5 times the wage rate per hour in a normal working day. The wage rate as a basis for calculation of overtime must not be less than the daily minimum wage announced by the Wage Committee.

Employers who fail to pay overtime correctly and by the due date are liable to pay interest at the rate of 15% per annum of the outstanding amount¹⁶⁰. In addition, if such failure is intentional without justifiable reason and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Employers who do not correctly pay overtime may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁶¹.

154 See [Maritime Labour Act](#), section 59.

155 See [Maritime Labour Act](#), section 108.

156 See [Labour Protection Act](#), section 9.

157 See [Labour Protection Act](#), section 144.

158 See [Maritime Labour Act](#), section 50.

159 See [Maritime Labour Act](#), section 109.

160 See [Labour Protection Act](#), section 9.

161 See [Labour Protection Act](#), section 144.

- **MLA – seafarer:** The overtime rate for seafarers is 1.25 times of the wage rate per hour¹⁶².

Ship owners who fail to pay overtime correctly are liable to pay interest at the rate of 15% per annum of the outstanding amount¹⁶³. In addition, if such failure is intentional and 7 days from the due date have passed, the employer is required to additionally pay 15% of the outstanding payments for every 7 days. Ship owners who do not correctly pay overtime may be subject to imprisonment (not exceeding six months) or a fine (not exceeding Baht 100,000) or both¹⁶⁴.

7. Withholding of Passports and Documents

a. Workers' documents (passport, identity documents etc.) are held and they are unable to access them if they want to

This is a breach of the following laws.

- The LPA prohibits employers demanding or receiving money or property from an employee (including their passport or identity documents) as work security or security for damages resulting from work, unless exempted by the law¹⁶⁵. Employers who breach this law may be subject to imprisonment (not exceeding 6 months) or a fine (not exceeding Baht 100,000) or both¹⁶⁶.
- Under the EDFW any person who withholds a work permit or an essential personal document of a foreigner is subject to imprisonment (not exceeding 6 months) or fine (between Baht 10,000 to 100,000) or both¹⁶⁷. However, it is permissible to keep those documents if the foreigner consents but they must be able to access the documents upon request. Breach will be subject to the same penalty which is imprisonment (not exceeding 6 months) or fine (between Baht 10,000 to 100,000) or both¹⁶⁸.
- An offence of forced labour or service is committed if a worker's documents are held with an intention to force them to undertake labour or service.¹⁶⁹ The penalty is imprisonment (between 6 months to 4 years) or a fine (between Baht 50,000 to 400,000 per a victim) or both.

b. Documents are held by employers without express consent

This is a breach of law. See 7(a) above.

¹⁶² See [Maritime Labour Act](#), section 55.

¹⁶³ See [Maritime Labour Act](#), section 50.

¹⁶⁴ See [Maritime Labour Act](#), section 109.

¹⁶⁵ See [Labour Protection Act](#), section 10.

¹⁶⁶ See [Labour Protection Act](#), section 144.

¹⁶⁷ See [Emergency Decree on Foreigners' Working Management](#), section 131.

¹⁶⁸ See [Emergency Decree on Foreigners' Working Management](#), section 131.

¹⁶⁹ See [Anti-Trafficking in Persons Act](#), sections 6/1 and 52/1.

8. Deprivation of Liberty

a. Workers are not permitted to leave the workplace (outside of normal working practices)

This can be a breach of law. It is an offence to detain or confine another person by any means to deprive that person of their liberty. The penalty is imprisonment (not exceeding 3 years) or a fine (not exceeding Baht 60,000) or both¹⁷⁰.

If the purpose of the offending conduct is to induce the detained or confined person to do something for the offender or another person, the penalties increase (i.e. imprisonment not exceeding 5 years) and a fine (not exceeding Baht 100,000)¹⁷¹.

b. Workers are not permitted to leave their accommodation except to attend work

This can be a breach of law. See 8(a) above.

c. Workers are not permitted to leave the country without permission from their employer (e.g. Kafala system)

This can be a breach of law. It is an offence to compel another person to do, not do, or to suffer anything by putting that other person in fear of injury to life, body, liberty, reputation or property of that other person or of another person, or by use of violence. The penalty is imprisonment (not exceeding 3 years) or a fine (not exceeding Baht 60,000) or both¹⁷². If the conduct involves a weapon or 5 or more persons jointly, the penalty increases including imprisonment (not exceeding 5 years) or a fine (not exceeding Baht 100,000) or both.

d. Workers require permission to change employer or leave their job (outside of the contractual notice period)

This can be a breach of law. See 8(c) above.

e. Workers are assigned a minder if they wish to leave their accommodation/ workplace outside of normal working hours

This can be a breach of law, similar to 8(c) above. It is an offence to compel an employee to do (or not do) something (e.g. escaping the workplace) by putting that employee in fear of injury to life, body, liberty, reputation or property of that person or of another person, or by use of violence. The penalty is imprisonment (not exceeding 3 years) or fine (not exceeding Baht 60,000) or both¹⁷³.

f. Workers are physically locked into the workplace

This can be a breach of law. It is an offence to detain or confine another person by any means to deprive that person of their liberty. The penalty is imprisonment (not exceeding 3 years) or fine (not exceeding Baht 60,000) or both¹⁷⁴.

170 See the [Penal Code](#), section 310.

171 See the [Penal Code](#), section 310 *bis*.

172 See the [Penal Code](#), section 309.

173 Ibid.

174 See the [Penal Code](#), section 310.

g. Military/government security guards are used to guard the workplace

This can be a breach of law. See 8(a) and 8(c) above.

9. Intimidations/Threats/Violence

a. Workers experience, or are threatened with, physical abuse

This is a breach of the following laws.

- It is unlawful for any person to cause injury to another person's body or mentality. The penalty is imprisonment (not exceeding two years) or a fine (not exceeding Baht 40,000) or both¹⁷⁵.
- It is unlawful to threaten a person to cause fear or panic. The penalty is imprisonment (not exceeding one month) or a fine (not exceeding Baht 10,000) or both¹⁷⁶.
- If this conduct is done with an intention to compel any person to do, not do anything or to suffer anything, it could be an offence against liberty under the *Penal Code*. See 8(c) above. The penalty is imprisonment (not exceeding 3 years) or a fine (not exceeding Baht 60,000) or both¹⁷⁷.
- If this conduct is done with an intention to force labour or service by any person, it could be an offence of forced labour or service under the *Anti-Trafficking in Persons Act*¹⁷⁸. The penalty is imprisonment (between 6 months to 4 years) or fine (between Baht 50,000 to 400,000 per a victim) or both.

b. Workers experience, or are threatened with, psychological abuse

This is a breach of the law. See 8(a) above.

c. Workers are threatened with deportation if they do not comply with demands

This conduct is a breach of law if it is done with an intention to force labour or service by any person¹⁷⁹, or to compel another person to do, not do anything, or to suffer anything¹⁸⁰. See 9(a) above.

¹⁷⁵ See the [Penal Code](#), section 295.

¹⁷⁶ See the [Penal Code](#), section 392.

¹⁷⁷ See the [Penal Code](#), section 309.

¹⁷⁸ See [Anti-Trafficking in Persons Act](#), section 6/1 and 52/1.

¹⁷⁹ See [Anti-Trafficking in Persons Act](#), section 6/1 and 52/1.

¹⁸⁰ See the [Penal Code](#), section 309.

10. Isolation

a. Confiscation of the worker's mobile device

This is a breach of law. Owners, possessors, or operators of specified business establishments (e.g. factory, hotel or entertainment establishment) must allow employees to use any communication device between employees and external persons¹⁸¹. Persons who do not comply with this anti-trafficking measure can be subject to the Competent Official's¹⁸² orders (e.g. temporary closure of an establishment or suspension of operating licences¹⁸³). There are also criminal offences for non-compliance with such orders, including imprisonment (not exceeding 6 months) or a fine (between Baht 10,000 to 100,000) or both¹⁸⁴.

b. Workers are required to ask permission to contact friends/family

This is a breach of law, similar to 10(a) above.

11. Sexual Harassment

a. Workers experience, or are threatened with, sexual abuse

This is a breach of the following laws.

- **LPA:** Employers, chiefs, supervisors and work inspectors are prohibited from committing sexual abuse, harassment or nuisance against employees¹⁸⁵. Breach can result in a fine (not exceeding Baht 20,000)¹⁸⁶.
- **Penal Code:** It is unlawful for any person to bully, abuse, harass, or cause embarrassment or annoyance to another person in a sexual way. The penalty is imprisonment (not exceeding one month) or a fine (not exceeding Baht 10,000) or both¹⁸⁷. The penalty is higher if:
 - i. The offender has authority over the victim (e.g.: their supervisor or employer);
 - ii. The sexual abuse involves other offences or more serious sexual offences e.g. rape which is punishable by both imprisonment (between 4 to 20 years) and a fine (between Baht 80,000 – 400,000)¹⁸⁸; or
 - iii. If the conduct causes injury to body or mentality, which is punishable by imprisonment (not exceeding 2 years) and a fine (not exceeding Baht 40,000)¹⁸⁹

181 See [Notification of the Office of Prime Minister re: Measures on Anti-Trafficking in Persons in Business Establishment, Factory, and Vehicle](#), section 2(2).

182 Ibid. 4, 1.

183 See [Anti-Trafficking in Persons Act](#), section 16/2

184 See [Anti-Trafficking in Persons Act](#), section 53/2

185 See [Labour Protection Act](#), section 16.

186 See [Labour Protection Act](#), section 147.

187 See the [Penal Code](#), section 397.

188 See the [Penal Code](#), section 276.

189 See the [Penal Code](#), section 295

b. Workers are required to take pregnancy/sexual health tests

This can be a breach of the law. It is an offence for an employer to compel an employee to take such tests without their consent, by the employer putting the employee in fear of injury to life, body, liberty, reputation or property of that other person or of another person or by use of violence. The penalty is imprisonment (not exceeding 3 years) or a fine (not exceeding Baht 60,000) or both¹⁹⁰.

Employers are prohibited from terminating the employment of a female employee due to pregnancy¹⁹¹. The penalty is imprisonment (not exceeding 6 months) or fine (not exceeding Baht 100,000) or both¹⁹².

c. Workers are required to take contraception

This can be a breach of the law if employers compel employees to do so without their consent. See 8(b) above.

12. Bonded Labour

a. Workers have debts (that are unofficial, not in writing etc.) related to their employment

This can be a breach of the law if it is done to compel another person to work or provide service by binding such debt to that person in circumstances where that person is unable to resist. The offence is forced labour or service under the *Anti-Trafficking in Persons Act*¹⁹³, which may result in imprisonment (between 6 months to 4 years) or a fine (between Baht 50,000 to 400,000 per a victim) or both.

b. Workers have debt that is unethical (such as excessive or illegally high interest rates) related to their employment

This can be a breach of the law. See 12(a) above.

c. Workers are in debt to their employer or recruiter

This can be a breach of the law. See 12(a) above.

d. Workers are in debt due to paying recruitment fees

This can be a breach of the law. See 12(a) above.

190 See the [Penal Code](#), section 309.

191 See [Labour Protection Act](#), section 43.

192 See [Labour Protection Act](#), section 144.

193 See [Anti-Trafficking in Persons Act](#), section 6/1(5) and 52/1.



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