

Standard contract for domestic workers in Thailand

This standard contract provides a model framework for the employment of domestic workers, setting out key terms and conditions to be agreed upon between the employer and domestic worker. It incorporates mandatory legal requirements under Thailand's Ministerial Regulation No. 15 (2024), issued under the Labor Protection Act B.E. 2541, and other applicable Thai legislation concerning the employment of domestic workers. Alongside these legal requirements, the standard contract includes recommended practices that provide terms and conditions exceeding the minimum standards prescribed by law, hereinafter referred to as "Good Practices."

"Good Practices" refers to recommendations concerning employment practices and the provision of additional welfare benefits that go beyond the legal minimums applicable to domestic workers. These recommendations draw upon Thai labour laws that do not otherwise apply to the employment of domestic workers, as well as relevant international principles established under the International Labour Organization's (ILO) international labour standards.

This contract should be in languages understood by the employer and worker, and both should have a copy.

1. Parties to the Contract

Worker: Name:

ID/Passport Number:

Address:

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Employer: Name:

ID/Passport Number:

Address: :

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It is illegal for employers to keep a domestic worker's identity documents, per Criminal Code.

2. Start date and Duration

This contract starts on:

(Optional) This contract ends on:

3. Household information

3.1 House details: (ex: size, number of rooms and floors, garden)

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3.2 Household members:

3.2 Pets (if any):

Good Practice:

Where there are changes to the household details, household members, or pets that may affect the Worker's workload, duties or responsibilities, the Employer and Worker should discuss whether any changes to the agreed work arrangements, duties, or pay are needed. Any agreed changes should be recorded in **Annex 2**.

4. Job Description

Types of Workers

☐ Live-in

☐ Live-out

The Worker's duties include (more than one option may be selected):

Housekeeping:

☐ Cleaning

☐ Cooking

☐ Laundry

Care Work:

☐ Child Care

☐ Elderly Care

☐ Care for Persons with
Disabilities/Illness

Good Practice :

The Employer and the Worker should mutually agree upon any changes to the duties or the assignment of work beyond the scope agreed upon in this contract. Any agreed changes should be recorded in Annex 2.

Other:

☐ Gardening

☐ Car driving/maintenance

☐ Special Event

☐ Other, specify in detail

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☐ Petcare

5. Working hours and wages

Working hours: hrs. to hrs. *(up to 8 normal working hours per day, with a 1-hour-rest period; additional hours are considered overtime)*

Working days: days per week

The worker's regular wage will be paid on the following bases (select one):

☐ **Hourly wage:** baht / hour *(The hourly wage shall not be lower than the applicable daily minimum wage divided by 8 hours.)*

☐ **Daily wage:** baht / day *(The daily wage must not be lower than the minimum wage prescribed by the Thai Government.)*

☐ **Monthly salary:** baht / month *(The monthly salary must not be lower than the applicable daily minimum wage multiplied by 30 days.)*

For which, in 2026, the minimum wage rates prescribed by the Thai Government are: Bangkok—400 baht/day; Nonthaburi—372 baht/day.)

Wages will be paid on the day of each month by

☐ Cash

☐ Bank transfer
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Recommended: A record of each wage payment should be maintained. Where payment is made electronically, the bank transfer or other electronic transaction record may serve as the record of payment. Where payment is made by cash, a written record should be signed by both the Employer and Worker for every payment, with the Worker receiving a copy.

Changes to Normal Work Arrangements

Work on weekly day off and public holidays: Where the Worker works on a weekly day off (or rest day) or public holiday as agreed upon in this contract, the following rates shall apply, in accordance with Ministerial Regulation No. 15:

- Weekly day off: baht/day (payable at twice the normal wage rate)

- Public holiday: baht/day (payable at twice the normal wage rate)

Overtime work, including stand-by/on-call hours, will be agreed between Employer and Worker, and will be paid at:

- baht/hour overtime on **normal working days**
(Good Practice: 1.5 times normal hourly rate, which is Thai legal rate for other workers)
- baht/hour overtime on **weekly day off**
(e.g. Sunday, Good Practice: 2x normal hourly rate)
- baht/hour overtime on public **holidays**
(Good Practice: 3x normal hourly rate)

Special Work Arrangements: Where the Worker is asked to work outside their normal work arrangements (i.e. for example, accompanying the Employer on a trip, staying overnight to care for the home or pets, or undertaking additional duties due to guests), the following terms shall apply:

- Travel with employer:

Good Practice: The employer will cover necessary transportation, accommodation, and meal expenses associated with work-related travel.

- Overnight stays/ care of home or pets
- Additional duties due to guests or other circumstances:
- Other arrangements (please specify):
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Any work performed outside the Worker's normal working hours or on a weekly day off or public holiday shall be compensated according to the applicable provisions above.

6. Benefits

- **Annual Bonus:** An annual bonus of shall be paid upon completion of each year of employment.

Good Practice: An annual bonus equivalent to one-month(s) wages, commonly referred to as a thirteenth-month payment, is a common employment practices in Thailand, although it is not required by law.

- Additional provisions on room, food, other:
- Other benefits (please specify):.....

7. Holidays and leave

The worker is entitled to take time off and receive **wages for the following holidays and periods of leave:**

- **Weekly day off, on** (Please specify day of the week of at least 24 hours rest per week, ex: Sunday)
- A minimum of 13 **public holidays** per year as follows:
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 12.
 13.
- **Annual leave** of at least 6 working days after one year of work.
 - If the Employer does not provide leave or the Worker uses fewer than 6 days, choose one of the following:
 1. Carry over the remaining leave to the following year.
 2. The employer shall pay wages for the unused leave instead of taking time off.
- **Paid sick leave** of at least 30 working days per year. For which a medical certificate is required for sick leave of 3 days or more
- **Leave for necessary personal business of** 3 working days per year

- **Maternity leave of 120 days** per pregnancy (the employer shall be responsible for paying wages for up to 60 days).
 - Contract Termination on the ground of pregnancy is strictly prohibited.
 - During pregnancy, the worker is prohibited from working between 22:00-6:00, on overtime, or on holidays
- **Education or training leave for young workers** aged 15–17 of up to 30 days per year

8. Medical Insurance

Good practice: The employer will provide health insurance for the worker.

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9. Visa and Work Permit Costs (for Migrant Workers)

Good practice: Under international principles, the Employer should bear any costs associated with enabling the Worker to work for the Employer legally. The Employer, as the legal sponsor for the worker's employment documents, agrees to cover the following costs (please see the Notes section at the end of this document):

- ☐ Intermediary/broker service fees, if any, including fees for engaging an agent to handle 90-day reporting
- ☐ Statutory fees and expenses, such as those for visas, work permits, and pink cards
- ☐ Health examination and health insurance fees

10. Termination

Either party may terminate this contract by giving days' advance notice (equivalent to one pay period; for example, if wages are paid monthly, at least 30 days' advance notice should be given)

**Please find further details attached on the 'Information on Thai law' appendix*

This Agreement constitutes the entire agreement between the parties. Any matters not outlined herein shall be subject to the governing law of Thailand.

I have read and understood the contents of this Contract, and hereby agree to abide by it

Signed by:

Worker: Date:

Employer: Date:

Witnessed by, Date:

Witnessed by, Date:

Information on Thai law

Ministerial Regulation No. 15 (2024) on the Protection of Domestic Workers

Child Labor

- Employers are strictly prohibited from employing children under the age of 15 under any circumstances.
- If employing young workers (aged 15–17 years), the employer must notify the relevant local office of the Department of Labour Protection and Welfare upon both the commencement and termination of their employment.
 - **Email:** info@labour.mail.go.th
 - **Department of Labour Protection and Welfare Hotline:** 1546
 - **Labour Information Center Hotline:** 1506 press 3
- Employers are prohibited from demanding or receiving any security deposits from young workers, and are forbidden from paying a young worker's wages to any other person.
- Young workers are entitled to paid leave for education or training for up to 30 days per year.

General Labor

- Normal working hours must not exceed 8 hours per day.
- Employers must provide a rest period of not less than one hour after the worker has worked for no more than five consecutive hours.
- Employers must provide at least 1 weekly holiday per week.
- Employers must provide at least 13 traditional holidays per year, inclusive of National Labour Day.
- Upon completing 1 year of service, workers are entitled to an annual holiday of not less than 6 working days.
- Workers are entitled to sick leave for the actual duration of illness, with paid sick leave not exceeding 30 days per year.
- Workers are entitled to 3 working days of paid leave for necessary personal business.
- Sexual harassment or abuse against workers is strictly prohibited.
- Employers must ensure equal treatment for both male and female workers.

- Advance notice of employment termination must be given at least 1 payment cycle (wage period) in advance.

Female Labor

- Employers are prohibited from requiring pregnant workers to work between 22:00 to 06:00, perform overtime work, or work on holidays.
- Pregnant workers are entitled to maternity leave of up to 120 days per pregnancy, with paid leave not exceeding 60 days.
- Employers are prohibited from dismissing female workers on the grounds of pregnancy.

Wages, Overtime Pay, Holiday Pay, and Holiday Overtime Pay

- Employers must determine equal wages for both male and female workers for work of equal value.
- Wages must be paid in Thai currency.
- Wages must be paid for weekly holidays, traditional holidays, and annual holidays.
- Wages must be paid during sick leave.
- Wages must be paid during maternity leave.
- Remuneration must be paid for working on holidays.
- Holiday pay must be compensated in cases where the employer fails to provide holidays or provides fewer holidays than legally required.
- Pro-rata payment for annual leave must be provided upon termination or as required by law.
- Employers are prohibited from making deductions from wages, overtime pay, holiday pay, and holiday overtime pay, unless falling under specific legal exceptions.

Wage Deductions:

An employer cannot deduct money from a worker's wages, overtime pay, holiday pay, or holiday overtime pay, unless the deduction is allowed by law. Permitted deductions must not exceed 10% of the worker's monthly pay, and only include:

1. Income tax or other payments required by law
2. Labour union dues, according to union rules

3. Debts owed to savings cooperatives or similar cooperatives or debts that benefit the worker, with the worker's prior consent; or debts concerning advanced payment to cover passport, work permit, and health examination.
4. Security deposits or compensation for damage caused by the workers intentionally or through gross negligence, with the workers's prior consent
5. Contributions to a provident fund, as agreed.

For deductions under points 2–5:

- Each type of deduction must **not exceed 10%** of the worker's pay.
- The total of all these deductions combined must **not exceed 20%** of the workers's pay at the time of payment.
- Higher deductions are allowed only if the worker gives prior consent.

Termination

- If the employer terminates the contract without advance notice, the employer shall pay wages (for 1 payment period) in lieu of notice. Payment shall be made on the worker's last working day.
- Upon termination, the employer shall pay the worker for each day of unused accumulated annual leave:
 1. From previous years.
 2. From the current year (pro rata, only if the termination is not due to the worker's fault)

Termination of the Contract of Employment by the Employer

- The Employer may terminate the service of the Worker without notice if the Worker commits any act of misconduct inconsistent with the fulfilment of the Worker's duties or if the Worker breaches any of the terms and conditions of this Contract of Employment.
- For the purposes of this clause, misconduct includes the following:
 - (i) disobeying lawful and reasonable order of the Employer;
 - (ii) neglecting the household duties and/or assigned responsibilities towards children, young persons, and persons under his/her care and habitually late for work;

- (iii) is found guilty of fraud and dishonesty;
- (iv) is involved in illegal and unlawful activities;
- (v) permitting outsiders to enter the Employer's premises or to use the Employer's possession without Employer's permission; and
- (vi) using the Employer's possessions without the Employer's permission.

Provided always that the Employer terminating this Contract of Employment under this clause shall provide proof of existence of such situation upon request of the Domestic Worker.

Termination of the Contract of Employment by the Domestic Worker

- The Domestic Worker may terminate this Contract of Employment without notice if-
 - (i) the Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
 - (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer; or member(s) of the family of the Employer
 - (iii) the Employer has failed to fulfil his/her obligation under clause 5 of this Contract of Employment.
- Provided always that the Worker terminating this Contract of Employment under this clause shall provide proof of existence of such situation

Recruitment Fees:

- Thai legislation requires employers to pay all recruitment service fees when intermediaries (middle men, recruiters, agencies, or brokers) are used to recruit workers via the MOU system. International labour standards set by the UN-ILO further affirm that costs related to the recruitment and placement of workers should not be charged to workers. In line with these principles, it is recommended that employers cover all service fees and costs associated with securing the job placement, necessary visas, work permits, health examination, insurance and other costs for employment in Thailand.

Dispute resolution

- The Parties agree to negotiate or address any concerns or issues arising from the employment relationship through **good-faith dialogue**. If the matter cannot be resolved, the Parties may seek the assistance of a mutually trusted mediator. Where resolution remains unsuccessful, either Party may submit the matter to the relevant state grievance or dispute-resolution mechanisms in accordance with applicable law, including.
- Department of Labour Protection and Welfare via the hotline **1506 (press 3)** or **1546** to file complaints or seek advice on labour issues nationwide.
- All workers, regardless of their legal or immigration status, are entitled to access courts, tribunals or other dispute resolution mechanisms.
- **Foundation of Labour and Employment Promotion (HomeNet Thailand)** may be contacted for additional advice and assistance in resolving disputes.

Good Practices for Domestic Work Employment

Work Environment

- The Employer shall provide safe, clean, and dignified working (and living, if applicable) conditions at no cost to the Worker.
- If the worker lives-in employer-provided accommodation, this shall include adequate sleeping space, privacy (with locking door), access to clean water, sanitation facilities, electricity, and reasonable freedom of movement during rest periods.
- Any required personal protective equipment (PPE) such as gloves and masks, will be provided free of charge
- Both parties commit to a work environment free from abuse, harassment, and violence

Change Record

[illegible]

Month: เดือน:	☐ Hourly Wage : ☐ Daily Wage : ☐ Monthly salary :	THB / hour THB / day THB / month	Overtime rate: โอที	THB / hour บาท	ANNEX 3:
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Employer Signature

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Workers Signature