Ministerial Regulation No. 10, B.E. 2541 (A.D. 1998)
Issued under the Provisions of the Labour Protection Act
B.E. 2541 (A.D. 1998)

By virtue of the provisions of Sections 6 and 22 of the Labour Protection Act B.E. 2541 (A.D. 1998), the Minister of Labour and Social Welfare hereby issues Ministerial Regulations as follows:

**Clause 1** Labour protection in respect of marine fishing whose provisions are different from the protection set out in this Ministerial Regulation shall be in accordance with the terms agreed upon by an employer and employee, except for the labour protection provided for by the provisions of Chapter 1 (General Provisions) from Section 7 to Section 21, Chapter 8 (Safety, Occupational Sanitation and the Working Environment) from Section 100 to Section 107, Chapter 12 (Submission and Consideration of Complaints) from Section 123 to Section 125, Chapter 13 (Employee Welfare Fund) only Sections 134 and 135, Chapter 14 (Labour Inspectors) from Section 139 to Section 142, and Chapter 15 (Delivery of Notices) Section 143, the employer and employee shall comply with the Labour Protection Act, B.E. 2541, (A.D. 1998).

**Clause 2** This Ministerial Regulation shall not apply to —

1. Work involving marine fishing which involves less than 20 employees with the exception that the provisions respecting payment of remuneration pursuant to Clauses 7 and 8 shall apply to that of marine fishing having one or more employees;

2. Maritime vessels which perform their operation regularly outside the Kingdom of Thailand continuously for at least one year or more.

**Clause 3** Except as otherwise provided by this Ministerial Regulation —

"Marine fishing" means work or any act involving fishing by using a fishing vessel.

"Fishing vessel" means a vessel used for the purpose of marine fishing.

"Employer" includes an owner of a fishing vessel who uses or consents to another person using the vessel in marine fishing for their mutual benefit, but does not include an owner of a fishing vessel who rents a fishing vessel out to another person in relation to a business in which the owner is not involved.

Natee International Law Office Ltd.
"Remuneration" means a percentage of the value of the captured aquatic animals which an employer agrees to pay to an employee.

Clause 4  An employer is prohibited from requiring a child under the age of 16 to work in a fishing vessel unless the child is 15 years of age or above and the father or mother or guardian of that child is also working in that fishing vessel or the father or mother of that child has given written consent in respect thereof.

Clause 5  An employer shall prepare a list of employees in the Thai language and keep it at the place of business of the employer for inspection by a labour inspector and a copy thereof shall be sent to the Director-General or his designate within 30 days from the date of commencement of employment.

The list referred to in the previous paragraph shall be in accordance with form Kor Ror 1 as attached herewith.

The employer shall retain the list of employees at least two years from the date of termination of employment of each employee.

Where there is an amendment to the list of employees, the employer shall complete the amendment to the list within 60 days from the date of such amendment and notify the Director-General or his designate of every amendment.

Clause 6  An employer shall prepare documents respecting payment of remuneration and holiday pay in the Thai language and keep them at the place of business of the employer for inspection by a labour inspector and shall contain at least the following items:

(1) First name and Last name;
(2) Position and duty in respect of marine fishing;
(3) Rate and amount of remuneration, holiday pay, and other benefits which the employer agrees to pay to the employee.

Upon payment of remuneration to the employee, the employer shall have the employee affix his signature to the documents referred to in Paragraph 1 as evidence.

In the event that the employer pays the employee remuneration and holiday pay by transfer of the monies to a deposit account at a commercial bank or other financial institution, it shall be deemed that the evidence respecting the money transfer to the commercial bank deposit account of the employee is the document concerning such payment.

Natee International Law Office Ltd.

71
The employer shall retain the documents referred to in Paragraph 1 for at least two years from the date of such payment.

Clause 7 Where a statement of claim is filed alleging that an employer has failed to comply with this Ministerial Regulation or where there is a labour dispute under the Labour Relations Act or a law suit, the employer shall retain a list of employees and documents respecting payment of remuneration and holiday pay until an order or a final judgment is issued in respect thereof.

Clause 8 An employer shall pay remuneration and holiday pay correctly and precisely on time as follows:
(1) Where calculation of remuneration is made on a monthly, daily, hourly basis or at another duration of no longer than one month or on the basis of output as is calculated per unit, the payment shall be made at least once a month, unless otherwise agreed upon by the employer and employee in the best interests of the employee;
(2) Where remuneration is calculated by methods other than those prescribed in (1), payment shall be made at the time agreed upon by the employer and employee;
(3) Holiday pay shall be paid at least once a month.

Clause 9 In the event that an employer is in default of payment of remuneration and holiday pay, the employer shall pay interest to the employee for the duration of the default at the rate of 15 percent per year.

If the employer intentionally is in default of the payment referred to in the previous paragraph without reasonable cause, when it is seven days' overdue from the date of the due payment, the employer shall pay additional money to the employee at the rate of five percent of the unpaid money for every seven-day period.

If the employer is ready to pay the monies referred to in Paragraphs 1 and 2 and has delivered the monies to a labour inspector in the locality in which the employment agreement was made or the employer is domiciled so that the labour inspector can make payment to the employee, then payment of interest or additional money on that sum shall cease from the date when the monies are delivered.

Clause 10 An employer shall fix annual holidays for an employee of at least 30 days per annum with pay. In this regard, the employer shall do so in advance.
If the employer requires the employee to work on an annual holiday as mentioned in the previous paragraph, the employer shall pay holiday pay to the employee of at least one multiple of the basic pay calculated according to the duration of time.

Clause 11  An employee is entitled to take sick leave for the days that he is actually ill and an employer shall pay remuneration to the employee for the days of his sick leave equivalent to his basic pay earned on the working days for the duration of his sick leave, but, not exceeding 30 working days per annum.

Clause 12  Where employees remain in a foreign country due to the work of an employer, the employer shall pay the employees not less than 50 percent of their basic pay calculated according to the duration of time when they did not perform their work.

The provisions of the previous paragraph shall not apply to the employer if he has sent a written notice to a government agent concerned within 60 days from the date when the employees had to remain in the foreign country and the employer showed that he intended to bring all employees back to their domicile and pay for the expenses of their return trips.

Clause 13  An employer shall arrange or pay for expenses of return trips to the domicile of the employees in the following circumstances:

(1) A ship founders or does not totally function;
(2) The employees are in danger or ill due to the performance of their work;
(3) The employer has terminated the employment contract before the term of the contract is completed or a condition in the employment contract has been changed without the employees’ consent;
(4) The term of the contract is completed during the time when the employees are working in another area which is not the place where the employment contract was made.

Given on the 14th day of September, B.E. 2541 (A.D. 1998)
Mr. Trairong Suwannakhiri
Minister of Labour and Social Welfare