

# Doyle's Practice Guide to Thailand Business Law

## 道乐泰国商业投资法律实用指南

By Michael Doyle 编辑：麦克·道乐

### Chapter 7

#### 第七章

### What are the Legal Issues Associated with Firing and Laying Off Staff?

#### 解雇员工和裁员涉及的法律问题有哪些？

Chapters 1 through 5 focused primarily on regulatory rules and procedures in Thailand. If an investor does not follow these rules, he may be subject to penalties, but normally the extent of his liability is fixed. The same is not true of the potential liability associated with firing or laying off staff. This makes the consequences of mistakes in this area of the law potentially much more costly.

第 1 章到第 5 章主要关注泰国的监管规则和程序。如果投资者不遵循这些规则，他可能会受到处罚，但通常他的责任范围是有限的。与解雇或裁员相关的潜在责任则并非如此。这使得在这一法律领域犯错的后果可能代价更高。

#### Termination Situations

##### 终止情形

There are only three common employee termination situations:

以下是 3 种常见的与员工终止雇佣关系的情况

i. Layoffs;

i. 裁员

ii. Firing staff for underperformance; and

因员工不能胜任工作而解雇员工；以及

iii. Firing staff for gross misconduct.

因员工严重失职而解雇员工。

In each of these situations, keep in mind that the reason given for the termination is very important because it can affect the employer's potential liability.

在这些情况下，请记住给出终止合同的原因非常重要，因为这可能影响雇主的潜在责任。

#### 1. Layoffs

##### 1. 裁员

In a layoff situation the reason for termination does not have anything to do with the employee's performance; rather it is due to the company's economic performance. Even if the employee's

performance has been terrible, the employer should not mention that as the reason for the termination.

在裁员的情况下，终止雇佣关系的原因与员工的表现无关，而是因为公司的经济效益。即使员工的表现非常糟糕，雇主也不应该将此作为终止雇佣关系的理由。

Normally, Thai law requires companies to pay employees compensation upon termination. In a layoff situation, the company's obligation to pay termination compensation is clear. The issue is – how much is payable?

通常情况下，泰国法律要求公司在终止雇佣关系时向员工支付补偿金。在裁员的情况下，公司支付终止雇佣关系补偿的义务是明确的。问题是——应该支付多少？

**EXAMPLE:** Suppose you decide to lay off one of your managers due to the company's poor financial circumstances. The manager has no contract, and has worked for the company for 13 months. His salary is 51,000 baht per month, and he is to be given notice of the layoff on June 15<sup>th</sup>.

示例：假设你决定由于公司财务状况不佳而解雇一名经理。该经理没有与公司签署合同，其已在公司工作了13个月。他的月薪是51,000泰铢，他将在6月15日收到裁员通知。

The first thing to do is determine how much termination compensation is payable to the employee. Termination compensation is divided into two parts: severance, and payment in lieu of notice.

首先，需要确定的是向员工支付多少解雇补偿金。补偿金分为两个部分：经济补偿金和代通知金。

#### **a. Severance** **a. 经济补偿金**

Severance is calculated based on two factors: the employee's current wage rate and his length of employment.

经济补偿金的计算基于两个因素：当前的工资水平和工作年限。

## Severance Calculation Summary

Employee worked consecutively for

- 1) At least 120 days, but less than 1 year → 30 days' wages
- 2) At least 1 year, but less than 3 years → 90 days' wages**
- 3) At least 3 years, but less than 6 years → 180 days' wages
- 4) At least 6 years, but less than 10 years → 240 days' wages
- 5) At least 10 years, but less than 20 years → 300 days' wages
- 6) More than 20 years → 400 days' wages

## 经济补偿金计算的总结

员工连续工作：

- 1) 至少 120 天，但不足 1 年 → 30 天工资
- 2) 至少 1 年，但不足 3 年 → 90 天工资
- 3) 至少 3 年，但不足 6 年 → 180 天工资
- 4) 至少 6 年，但不足 10 年 → 240 天工资
- 5) 至少 10 年，但不足 20 年 → 300 天工资
- 6) 20 年以上 → 400 天工资

The above chart shows the legal requirements for severance. In our example, the manager has been employed for 13 months. Therefore, the company would be required to pay severance equal to 90 days' wages. (13 months is over one year, but less than three years, so the employee's severance is set at 90 days' wages). This employee makes 51,000 baht per month. Therefore, the severance payable would be calculated as follows:

上述图表显示了经济补偿金的法律要求。在我们的示例中，经理已经工作了 13 个月。因此，公司需要支付相当于 90 天工资的经济补偿金。（13 个月超过一年但不满三年，所以员工的经济补偿金定为 90 天工资）。该员工每月收入为 51,000 泰铢。因此，应付的经济补偿金计算如下：

### Severance Calculation:

#### 经济补偿金计算：

51,000 baht / 30 days = 1,700 baht daily wage

51,000 泰铢 / 30 天 = 1,700 泰铢日薪

90 day's wages x 1,700 baht daily wage = 153,000 baht severance

90 天的工资 × 1,700 泰铢日薪 = 153,000 泰铢的经济补偿金。

In this example the employee's remuneration package is only a basic salary, so the amount of severance payable to the employee is quite clear. Sometimes, however, the amount of severance payable will not be this clear.

在这个例子中，员工的薪酬待遇只是基本工资，因此，应付给员工的经济补偿金数额是很清楚的。不过，有时应付的经济补偿金数额并不那么明确。

**EXAMPLE:** Let's change the above facts so that, together with his salary, the employee also receives the following items as part of his remuneration package.

示例：让我们改变上述事实，使员工在领取工资的同时，还获得以下项目作为其薪酬福利的一部分。

<ol style="list-style-type: none"><li>1) 13<sup>th</sup> month bonus</li><li>2) Incentive bonus</li><li>3) Housing allowance</li><li>4) Car provided</li><li>5) Phone provided</li></ol>	} Depends on whether classified as wage or benefit
--	--

<ol style="list-style-type: none"><li>1) 13 薪</li><li>2) 激励奖金</li><li>3) 住房补贴</li><li>4) 提供汽车</li><li>5) 提供手机</li></ol>	} 取决于归类为工资还是福利
---	----------------

Would these items be included in the employee's severance calculation? It depends on whether they would be classified as a "wage" or a "benefit." You would need to talk with your lawyer to determine this. But be aware this issue comes up frequently.

这些项目是否包括在员工的经济补偿金的计算中？这取决于这些项目属于“工资”还是“福利”。你需要与你的律师协商确定。但请注意，这个问题在实务中会经常遇见。

## b. Notice

### b. 通知

Thai law requires that a company gives an employee a minimum of one payment period notice of termination or payment in lieu of notice of termination.

泰国法律要求公司在终止与员工的雇佣关系时，至少提前一个工资支付周期通知员工或者支付相应的代通知金。

**EXAMPLE:** Suppose you give notice of termination to an employee on June 15<sup>th</sup>. The company would, therefore, either have to allow the employee to work until July 31<sup>st</sup>, or terminate the employee effective immediately and pay their full wages as if they had worked until July 31<sup>st</sup>.

示例：假设你在 6 月 15 日向一名员工发出解雇通知。因此，公司要么必须允许员工工作到 7 月 31 日，要么立即终止与员工的雇佣关系，并支付相当于他们工作到 7 月 31 日的全部工资。

Now, suppose you want the employee to leave immediately. If that is the case, you should pay them severance plus salary for June and July.

现在，假设你希望员工立即离职。如果是这种情况，你应该支付他们的经济补偿金以及 6 月和 7 月的工资。

Example: Employee given notice on June 15<sup>th</sup>

示例：员工在 6 月 15 日被告知解雇。

Termination compensation calculation:

解雇补偿金计算：

153,000 baht (severance) + 102,000 baht (June and July salary) = 255,000 baht total  
(payable on June 15<sup>th</sup>)

153,000 泰铢（经济补偿金）+ 102,000 泰铢（6 月和 7 月工资）= 总共 255,000 泰铢（6 月 15 日支付）。

This amount is payable on the day termination is effective. So if his last day is June 15<sup>th</sup>, then total compensation is payable on June 15<sup>th</sup>. Upon paying the employee in full, you should request that they sign a receipt stating the amount of termination compensation paid together with a release stating the employee agrees not to sue the company later on.

这笔款项应在终止雇佣关系生效之日支付。因此，如果他的最后一天是 6 月 15 日，那么总补偿金应在 6 月 15 日支付。在全额支付给员工后，你应该要求他们签署一份收据，注明已支付的解雇补偿金金额，并签署一份放弃声明，声明员工同意日后不起诉公司。

Layoff Documentation:

裁员文件

Upon payment of termination compensation have the employee sign:

在支付解雇补偿金后，让员工签署以下文件：

1. A receipt (stating amount paid)

1. 收据（说明支付的金额）

2. A release (stating they will not sue the company)

2. 放弃声明（声明他们不会起诉公司）

(See sample release presented in Appendix A.)

（参见附录A中提供的放弃声明样本。）

## 2. Underperformance

2. 员工不能胜任工作

The second situation involves firing an employee for underperformance. This might be an employee who always comes to work late, or a salesman who does not sell, or anyone that consistently underperforms.

第二种情况涉及因员工不能胜任工作而解雇员工。这可能是一个总是上班迟到的员工，或者是一个没有销售业绩的销售人员，或者是任何持续表现不佳的人。

In an underperformance situation the employer is normally required to pay severance, just as in the layoff example. There are, however, exceptions. Thai law affords six exceptions to the severance requirement rule. If any of these exceptions apply, the company is not required to pay severance.

在员工不能胜任工作的情况下，公司通常需要支付经济补偿金，就像在裁员例子中一样。然而，也有例外情况。泰国法律提供了6种例外情况，可以免除支付经济补偿金的要求。如果符合任一种例外情况，公司就不需要支付经济补偿金。

Employer is not required to pay termination compensation

To an employee terminated under any of the following conditions:

雇主不需要向在以下任何一种情况下被终止雇佣关系的员工支付解雇补偿金：

- i) Performs his duties dishonestly, or intentionally commits a criminal act against the employers.  
i) 执行职务时不诚实，或故意对雇主进行犯罪行为。
- ii) Intentionally causes the employer to suffer losses.  
ii) 故意造成雇主损失。
- iii) Performs an act of gross negligence which causes the employer to suffer severe losses.  
iii) 执行职务时严重失职，导致雇主遭受重大损失。
- iv) **Violates the employer's work rules, regulations or orders, which are legal and fair, and the employer has already given a written warning; except in serious situations for which the employer is not required to give a warning. The written warning shall be effective for a period of one year from the date of the violation by the employee.**  
iv) **违反雇主合法且公正的工作规则、规章或命令，并且雇主已经给予书面警告；但在严重情况下，雇主无需给予警告。书面警告自员工违规之日起一年内有效。**
- v) Neglects duties for a period of three consecutive work days without a reasonable cause, whether or not there is a holiday intervening in such period.  
v) 无正当理由连续三天旷工，无论这段时间内是否有假期。
- vi) Has been imprisoned by a final judgment, including for offenses arising out of negligent acts, or for petty offenses which cause damage to the employer.  
vi) 被最终判决监禁，包括因过失行为导致的犯罪，或因轻微犯罪行为给雇主造成损害。

If the employer does not wish to pay severance in an underperformance situation that employer will most likely look to exception (iv).

如果雇主不愿在员工不能胜任工作的情况下支付解雇补偿金，雇主很可能会引用例外情况 (iv)

In order for exception iv) to apply:

- i. The company work rules must be legal and fair;
- ii. A prior written warning must have been issued; and
- iii. As the warning letter issued is only effective for a period of one year, termination must occur within that period.

为了适用例外情况 iv):

- i. 公司工作规则必须合法且公平；
- ii. 必须已发出书面警告；
- iii. 由于发出的警告信仅在一年内有效，终止劳动关系必须在此期间内发生。

**EXAMPLE:** Suppose one of your employees comes to work at 9:15 a.m. every day. Your company's working regulations clearly state that all staff are to come in at 8:30 a.m. You make the decision to fire them.

例子：假设你的一个员工每天都在上午 9:15 到达工作岗位。贵司的工作规定明确指出所有员工必须在上午 8:30 到达。你决定解雇该员工。



Underperformance Situation Options:

- |   |   |                          |
|---|---|--------------------------|
| 1) Lay employee off<br>(Pay termination compensation)     | ] | Conservative<br>Approach |
| 2) Fire employee<br>(Do not pay termination compensation) | ] | Aggressive<br>Approach   |

员工不能胜任工作的处理选项

- |                       |   |      |
|-----------------------|---|------|
| 1) 解雇员工<br>(支付解雇补偿金)  | ] | 保守策略 |
| 2) 开除员工<br>(不支付解雇补偿金) | ] | 激进方法 |

The safest tactic is to lay the employee off. By doing so you are saying that you are terminating the employee because of the underperformance, or breach of company work rules (resulting from the employee's conduct), but that the company will pay full termination compensation just as in the previous example. Sometimes, however, an employer may choose to not pay the severance. 最安全的策略是解雇员工。这样做意味着你是因为员工的不能胜任工作或违反公司工作规则（由员工的行为导致）而终止员工的劳动合同，但公司会支付完整的解雇补偿金，就像前一个例子中一样。然而，有时雇主可能会选择不支付解雇补偿金。

If the latter is the case, a company should recognize that there is risk involved. If the company fires an employee and does not pay severance, the employee may sue the company in the Labor Court.

如果情况是后者，公司应该意识到其中涉及的风险。如果公司开除员工且不支付补偿金，员工可能会在劳动法庭起诉公司。

Aggressive Strategy:

激进策略:

- 1) Thoroughly document when employee arrives for work  
全面记录员工上下班时间
- 2) Present warning letter  
发出警告信
- 3) Present notice of termination (Keep it simple)  
发出解雇通知（保持简短）

If an employer chooses an aggressive strategy, they should firstly thoroughly document the dates and times when the employee came to work late. Then, after a period of time, issue a warning letter to the employee stating those dates and times. Finally, after a reasonable amount of time, if there is no improvement, the employee can be fired.

如果雇主选择采取激进策略，他们首先应该彻底记录员工迟到的具体日期和时间。然后，在一段时间后，向员工发出警告信，明确指出那些日期和时间。最后，如果在合理的时间后员工没有改善，可以解雇该员工。

When the employee is notified in writing that they are fired, the employer should state the reason for termination is that the employee did not follow the company's rules concerning working hours. The notice should not state anything else. Keep it simple.

当员工以书面形式被通知被解雇时，雇主应该说明解雇的原因是员工没有遵守公司关于工作时间的规定。通知中不应包含其他内容。保持简短。

The termination should be effective immediately, so the employee should be required to return all property, collect their belongings, and leave the workplace.

解雇应该是立即生效的，因此员工应该被要求归还所有公司财产，收拾个人物品，并离开工作场所。

### 3. Gross Misconduct

严重违纪

Firing an employee for gross misconduct has the greatest potential for disputes to arise. Gross misconduct refers to really bad behavior. This might be the “accountant that steals” situation. Here, the biggest issue is getting the employee out of the office as quickly as possible without hurting the company's legal position.

因严重违纪解雇员工最有可能引发争议。严重违纪指的是极其恶劣的行为。这可能是“会计偷窃”的情况。这种情况下，最大的问题是尽快让员工离开办公室，同时不损害公司的法律立场。

**EXAMPLE:** Suppose you as the manager, learn that your accountant has been stealing. The first thing that you should do is thoroughly check your facts; you need to have very reliable proof that the theft took place before you do anything. Such proof might come from a reliable eyewitness who saw the accountant take the money out of the safe and put it into their pocket. If the evidence is from an eyewitness, that person should be willing and available to testify in court if necessary.

**示例：**假设你作为经理，得知你的会计一直在盗窃。你应该做的第一件事是彻底检查你的事实；在采取任何行动之前，你需要有非常可靠的证据证明盗窃行为确实发生了。这样的证据可能来自一个可靠的目击者，他看到会计从保险箱中取出钱并放入自己的口袋。如果证据来自目击者，那么这个人应该愿意并在必要时能够在法庭上作证。

One way to deal with this situation would be to call the accountant into your office and explain the conduct that recently came to your attention. Then, place two documents in front of them. One would be a letter of resignation stating that the accountant is resigning from the company for personal reasons; the other would be a termination letter stating theft as the reason for termination. 处理这种情况的一种方式是将会计叫到你的办公室，并解释最近引起你注意的行为。然后，在他们面前放置两份文件。一份是辞职信，声明会计因个人原因从公司辞职；另一份是解雇信，声明盗窃是解雇的原因。

You would tell the accountant that if they do not sign the letter of resignation and return the amount stolen, they will be fired immediately and reported to the police. The objective here is for the employee to be ashamed, return the money, and leave quietly. But, of course, that's not always going to happen. If the employee refuses to sign the resignation letter, present them with the termination letter stating theft as the reason for the termination.

你告诉会计，如果他们不签署辞职信并归还盗窃的金额，他们将立即被解雇并被报告给警察。这里的目的是让员工感到羞愧，归还钱款，并安静地离开。但当然，情况并不总是这样发展。如果员工拒绝签署辞职信，就向他们出示解雇信，声明盗窃是解雇的原因。

Whether the employee chooses resignation or termination, they should be required to collect their things, return all company property, and leave the premises.

无论员工选择辞职还是被解雇，他们都应该被要求收拾个人物品，归还所有公司财产，并离开公司场所。

<u>Resignation Scenario</u>	<u>Termination Scenario</u>
<p>辞职情景</p> <p>1) Present resignation letter 提交辞职信</p> <p>2) Have the employee collect things, return property, leave immediately 让员工收拾物品、归还公司财物并立即离开</p>	<p>解雇情景</p> <p>1) Present termination letter 提交解雇信</p> <p>2) Inform attorney 通知律师</p> <p>3) File police report 向警方报案</p> <p>4) Have the employee collect things, return property, leave immediately 让员工收拾物品、归还公司财物并立即离开</p>

## Court Proceedings

### 法院诉讼

What happens when disputes do arise? Normally, the angry employee will contact a lawyer, and the lawyer will write a demand letter to the company.

当争议发生时通常会怎样？通常，愤怒的员工会联系律师，律师随后会向公司发出要求信。

After receiving such a letter the company will have the choice of either negotiating with the lawyer; or refusing to negotiate and waiting for the employee to file a claim against the company in the Labor Court. When presented with a choice between negotiating, and refusing to negotiate, the company should normally at least attempt to negotiate.

在收到这样的信函后，公司可以选择与律师进行谈判，或拒绝谈判并等待员工向劳动法院提起诉讼。在面临谈判与拒绝谈判的选择时，公司通常应该至少尝试进行谈判。

The main reason the company should at least consider negotiating is to stay out of the Labor Court. After the employee files a claim, the first thing the Labor Court will likely do is try to get the two parties to negotiate a compromise. Even if the company did everything correctly, the Labor Court judge will often try to facilitate a compromise by encouraging the company to negotiate with the employee. Therefore, if there is any potential for a settlement it should be pursued before the claim is filed.

公司至少应该考虑进行谈判的主要原因是避免进入劳动法院。一旦员工提起诉讼，劳动法院通常首先会尝试促使双方进行和解。即使公司一切操作得当，劳动法院法官也往往会通过鼓励公司与员工谈判来促成和解。因此，如果有任何达成和解的可能性，应该在诉讼提起之前积极寻求解决。

When negotiations fail and staff bring claims against employers, these claims often come in one of the following forms:

- i. Termination compensation (for severance and notice);
- ii. Unfair dismissal; and
- iii. Defamation.

当谈判失败，员工对雇主提起诉讼时，这些诉讼通常以以下几种形式出现：

- i. 解雇补偿金（包括经济补偿金和代通知金）；
- ii. 不公平解雇；
- iii. 诽谤。

According to the general rule, if the company is found guilty of unfair dismissal the court may add an additional one month's compensation for each year the employee has worked for the company as the employee's damages. In assessing whether or not unfair dismissal is applicable the court may use factors such as the employee's earning capacity, age, and the likelihood of the employee being able to find another job. In a claim for defamation, the employee is alleging that the employer has damaged his reputation in the market.

根据一般规则，如果公司被判定为不公平解雇，法院可能会为员工每在公司工作一年增加一个月的补偿作为员工的损害赔偿。在评估是否适用不公平解雇时，法院可能会考虑员工的赚钱能力、年龄以及员工找到另一份工作的可能性等因素。在诽谤索赔中，员工声称雇主损害了他在市场中的声誉。

**EXAMPLE:** A company fires an employee who has worked for the company for five years. The employee sues the company for unfair dismissal and wins. As mentioned above, the normal practice is for the court to award the employee one month's wages for each of the years they have worked for the company. In this case, it would be five months wages, in addition to the termination compensation applicable.

示例：一家公司解雇了一名在公司工作了五年的员工。员工因不公平解雇起诉公司并胜诉。如上所述，通常的做法是法院会裁定员工每在公司工作一年就获得一个月工资的赔偿。在这种情况下，将是五个月的工资，此外还有适用的解雇补偿。

Because the stakes are high, it is very important that you act carefully. If you are not sure how to handle an employee layoff or firing situation contact a lawyer, your Head of Human Resources, or someone that knows the applicable rules.

因为风险很高，所以非常重要是你谨慎行事。如果你不确定如何处理裁员或解雇员工的情况，请联系律师、人力资源主管或了解适用规则的人。

**Advice:**

## 建议:

The following are just a few specific points you should keep in mind to prepare for the above types of situation:

以下是一些你在准备应对上述情况时应牢记的具体要点:

### 1. Choose your battles carefully.

1. 谨慎选择你要选择的战斗。

The only reason to purposefully go to court is if you want to send a message to your remaining staff. Take the “accountant that steals” situation. If the employee steals from you and then sues your company in the Labor Court for not paying severance, you may not want to negotiate with them. Why? Because you would be sending the wrong message to your remaining staff. In such a situation dig your heels in and defend. Otherwise, try to negotiate.

唯一故意上法庭的原因是如果你想向你的剩余员工传达一个信息。以“会计盗窃”的情况为例。如果员工从你这里盗窃，然后因公司未支付经济补偿金而在劳动法院起诉你的公司，你可能不想与他们协商。为什么？因为你将向你的剩余员工传达错误的信息。在这种情况下，你应该坚定立场并进行辩护。否则，尽量尝试协商。

### 2. Re-examine your working regulations.

2. 重新审查你的工作规章。

All companies with more than 10 employees are required to have working regulations on file. These rules (together with individual employment contracts, if in existence) are the terms of employment for the staff.

所有拥有超过 10 名员工的公司都必须有备案的工作规章。这些规则（如果存在的话，连同个别的雇佣合同）构成了员工的雇佣条款。

Remember, the law is a floor, not a ceiling. This means that your company’s work regulations cannot give employees less than the law requires, but your working regulations can give them more.

记住，法律是底线，而不是上限。这意味着你公司的规章制度不能给予员工少于法律所要求的权益，但你的规章制度可以给予他们更多的权益。

**EXAMPLE:** An employer specifies a probation period in the company’s working rules of 119 days. If the company terminates an employee within those initial 119 days, the company should not incur the obligation to pay severance.

示例：雇主在公司的规章制度中规定了 119 天的试用期。如果公司在最初的 119 天内解雇员工，公司不应承担支付经济补偿金的义务。

If your working regulations specify two or three warning letters are required before firing someone for underperformance, then that’s what is required. It does not matter that the law only requires one warning letter prior to termination.

如果你们的规章制度规定在因不能胜任工作而解雇某人之前需要发出两封或三封警告信，那么这就是必须执行的。即使法律规定在解雇前只需要一封警告信，这并不影响你们的规定。

Note that if you give more than the law requires in your working regulations or the employee’s contract, those additional rights are enforceable by the employee. To avoid such situations, think twice before you give employees more rights than the law requires.

请注意，如果你在工作规章或员工合同中给予的权益超过法律要求的，员工可以执行这些额外的权益。为了避免这种情况，在你给予员工超过法律要求的权益之前，请三思。

### **3. Consider hiring on a project basis.**

#### **3. 考虑基于项目进行招聘。**

A project is a job that has a definite beginning, a definite ending, and normally is not longer than two years in duration. If a company hires new staff on a project basis, the company may be able to avoid the requirement to pay severance at the end of the project. In order to do this, the project must be properly defined. Simply stating in the employment contract that the employment is renewable annually is not enough. Note that specific rules and exceptions apply here.

一个项目是一份有明确开始、明确结束的工作，通常持续时间不超过两年。如果公司以项目为基础招聘新员工，公司可能能够在项目结束时避免支付经济补偿金。为了做到这一点，项目必须被正确定义。仅仅在劳动合同中声明雇佣关系可以每年续签是不够的。请注意，这里适用特定的规则和例外情况。

### **4. Severance requirements apply equally to foreign staff and Thai staff.**

#### **4. 经济补偿金对外籍员工和泰国员工同等适用。**

The exact same rules apply to foreigners as to Thai staff.  
外国人和泰国员工适用完全相同的规则。

**EXAMPLE:** Suppose your employment contract states that the company is required to give an employee six months' notice of termination. The contract does not mention severance. The employee is then terminated effective immediately.

**示例：**假设你的劳动合同规定公司必须提前六个月通知员工终止合同。合同中没有提到经济补偿金。然后员工被立即终止合同。

They could argue that they are entitled to the six months' wages (as payment in lieu of notice) in accordance with the employment contract and severance under Thai law. As mentioned before, severance and payment in lieu of notice are completely separate legal requirements and both would be applicable.

他们可以争辩说，根据劳动合同，他们有权获得六个月的工资（代通知金），并且根据泰国法律获得经济补偿金。如前所述，经济补偿金和代通知金是完全不同的法律要求，两者都是适用的。

Jointly produced by Seri Manop & Doyle and Hylands Law Firm

由赛瑞 马依珀 & 道乐 律师事务 所 与 浩天 律师 事务 所 联合 制作

如需进一步信息，请联系：

赛瑞 马依珀&道乐 律所

Tel电话：(662) 693 2036

Fax传真：(662) 693 4189

E-mail邮件：[info@serimanop.com](mailto:info@serimanop.com)

<https://www.serimanop.com/chinese.php>

21 Soi Amnuaiwat, Sutthisan Road,  
Samsennok Sub-district, Huaikwang  
District, Bangkok 10310, Thailand

