

ព្រះរាជាណាចក្រកម្ពុជា
ជាតិ សាសនា ព្រះមហាក្សត្រ

ពាក្យសុំចុះឈ្មោះជាពលករធ្វើការនៅព្រះរាជាណាចក្រថៃឡង់ដោយស្របច្បាប់

ខ្ញុំបាទ/នាងខ្ញុំ ឈ្មោះ..... អក្សរឡាតាំង.....
ជនជាតិ.....សញ្ជាតិ.....កើតនៅថ្ងៃទី.....ខែ.....ឆ្នាំ..... កាន់អត្តសញ្ញាណប័ណ្ណ/
លិខិតឆ្លងដែនលេខ..... មានទីលំនៅអចិន្ត្រៃយ៍ផ្ទះលេខ..... ផ្លូវ.....
ក្រុម.....ភូមិ.....ឃុំ/សង្កាត់.....ក្រុង/ស្រុក/ខណ្ឌ.....
រាជធានី/ខេត្ត.....។

សូមគោរពជូន

ឯកឧត្តមរដ្ឋមន្ត្រីក្រសួងការងារ និងបណ្តុះបណ្តាលវិជ្ជាជីវៈ

កម្មវត្ថុ ៖ សំណើសុំចុះឈ្មោះជាពលករធ្វើការនៅព្រះរាជាណាចក្រថៃឡង់ដោយស្របច្បាប់។

សេចក្តីដូចបានជម្រាបជូនក្នុងកម្មវត្ថុខាងលើ ខ្ញុំបាទ/នាងខ្ញុំ មានកិត្តិយសសូមគោរពជម្រាបជូន
ឯកឧត្តមរដ្ឋមន្ត្រី មេត្តាជ្រាបថា ខ្ញុំបាទ/នាងខ្ញុំ មានបំណងចុះឈ្មោះជាពលករធ្វើការនៅព្រះរាជាណាចក្រ
ថៃឡង់ដោយស្របច្បាប់។

អាស្រ័យហេតុនេះ សូម **ឯកឧត្តមរដ្ឋមន្ត្រី** មេត្តាពិនិត្យ និងអនុញ្ញាតឱ្យខ្ញុំបាទ/នាងខ្ញុំ បាន
ចុះឈ្មោះជាពលករទៅធ្វើការនៅព្រះរាជាណាចក្រថៃឡង់ដោយស្របច្បាប់ដោយក្តីអនុគ្រោះ។

សូមជូនភ្ជាប់មកជាមួយនូវ៖

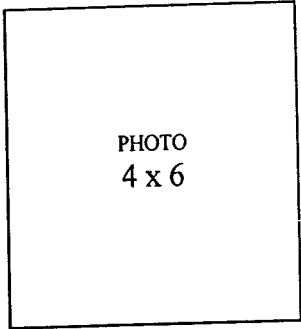
- ១. ប្រវត្តិរូបមានចំនួនរូបថត ៤x៦ ចំនួន០១ច្បាប់
- ២. ច្បាប់ថតចម្លងអត្តសញ្ញាណប័ណ្ណ ឬលិខិតបញ្ជាក់ទីលំនៅឬសៀវភៅគ្រួសារ ចំនួន០១ច្បាប់
- ៣. កិច្ចសន្យាការងារនៅថៃ ឬឯកសារបញ្ជាក់ពីអាជ្ញាធរថៃថាមានការងារនៅថៃ ចំនួន០១ច្បាប់
- ៣ រូបថត ៤x៦ ចំនួន០៣សន្លឹក

សូម **ឯកឧត្តមរដ្ឋមន្ត្រី** មេត្តាទទួលនូវការគោរពដ៏ខ្ពង់ខ្ពស់អំពីខ្ញុំបាទ/នាងខ្ញុំ។

ធ្វើនៅ.....ថ្ងៃទី.....ខែ.....ឆ្នាំ២០១.....

ហត្ថលេខា និងឈ្មោះសាមីខ្លួន

ព្រះរាជាណាចក្រកម្ពុជា
KINGDOM OF CAMBODIA
ជាតិសាសនាព្រះមហាក្សត្រ
NATION RELIGION KING



ប្រវត្តិរូបពលករ
BIODATA OF WORKER

ទីភ្នាក់ងារ AGENCY:

លេខប័ណ្ណ CARD NO.:

ព័ត៌មានផ្ទាល់ខ្លួន PERSONAL DATA															
1	នាមត្រកូលនាម(ខ្មែរ).....Name (Latin) :														
2	លិខិតឆ្លងដែនលេខប្រវត្តិសញ្ញាណប័ណ្ណសញ្ជាតិខ្មែរលេខ Passport No. or ID Card No.:.....														
3	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ភេទ Sex</td> <td style="width: 15%;"><input type="checkbox"/> ប្រុស Male</td> <td style="width: 15%;"><input type="checkbox"/> ស្រី Female</td> <td style="width: 15%; text-align: center;">4</td> <td style="width: 20%;">ថ្ងៃខែឆ្នាំកំណើត Date of Birth</td> <td style="width: 15%; text-align: center;">5</td> <td style="width: 15%;">ទូរស័ព្ទ (H.P):.....</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">DD</td> <td style="text-align: center;">MM</td> <td style="text-align: center;">YYYY</td> <td>អ៊ីមែល (Email):.....</td> </tr> </table>	ភេទ Sex	<input type="checkbox"/> ប្រុស Male	<input type="checkbox"/> ស្រី Female	4	ថ្ងៃខែឆ្នាំកំណើត Date of Birth	5	ទូរស័ព្ទ (H.P):.....				DD	MM	YYYY	អ៊ីមែល (Email):.....
ភេទ Sex	<input type="checkbox"/> ប្រុស Male	<input type="checkbox"/> ស្រី Female	4	ថ្ងៃខែឆ្នាំកំណើត Date of Birth	5	ទូរស័ព្ទ (H.P):.....									
			DD	MM	YYYY	អ៊ីមែល (Email):.....									
6	ទីកន្លែងកំណើត Place of Birth ភូមិ: ឃុំ / សង្កាត់: ស្រុក / ខ័ណ្ឌ / ក្រុង: ខេត្ត: Village Commune District Province														
7	ឈ្មោះនិងអាសយដ្ឋានឪពុកម្តាយ Parents' Name and Address ឪពុកឈ្មោះ: Father Name : ម្តាយឈ្មោះ: Mother Name: ផ្ទះលេខ No: ផ្លូវ Street: ក្រុម Group: ភូមិ Village:..... ឃុំ / សង្កាត់ Commune: ស្រុក / ខ័ណ្ឌ / ក្រុង District:..... ខេត្ត Province: ទូរស័ព្ទ Tel:														
8	ឈ្មោះនិងអាសយដ្ឋានប្តីប្រពន្ធ Spouse's Name and Address/ ប្តីប្រពន្ធឈ្មោះ: លេខ No: ផ្លូវ Street: ក្រុម Group: ភូមិ Village:..... ឃុំ / សង្កាត់ Commune: ស្រុក / ខ័ណ្ឌ District:..... ខេត្ត Province: ទូរស័ព្ទ Tel:														
9	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> ក្នុងករណីមានអាសន្នសូមទាក់ទង In Case of Emergencies Contact ឈ្មោះ:.....ត្រូវជា:..... ទូរស័ព្ទ Tel :..... អាសយដ្ឋាន Address: </td> <td style="width: 10%; text-align: center; vertical-align: middle;">10</td> <td style="width: 40%; border: none;"> កំរិតវប្បធម៌ទូទៅ General Education <input type="checkbox"/> អនក្ខរកម្ម Illiteracy <input type="checkbox"/> អនុវិទ្យាល័យ Secondary School <input type="checkbox"/> បឋមសិក្សា Primary School <input type="checkbox"/> វិទ្យាល័យ High School </td> </tr> </table>	ក្នុងករណីមានអាសន្នសូមទាក់ទង In Case of Emergencies Contact ឈ្មោះ:.....ត្រូវជា:..... ទូរស័ព្ទ Tel :..... អាសយដ្ឋាន Address:	10	កំរិតវប្បធម៌ទូទៅ General Education <input type="checkbox"/> អនក្ខរកម្ម Illiteracy <input type="checkbox"/> អនុវិទ្យាល័យ Secondary School <input type="checkbox"/> បឋមសិក្សា Primary School <input type="checkbox"/> វិទ្យាល័យ High School											
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11	បណ្តុះបណ្តាលវិជ្ជាជីវៈ Vocational Trainings ជំនាញ: កម្រិតបណ្តុះបណ្តាល: Skill Training Level
12	មហាវិទ្យាល័យ Higher Education ជំនាញ: កម្រិតបណ្តុះបណ្តាល: Major Level
13	ភាសាបរទេស Foreign Languages <input type="checkbox"/> អង់គ្លេស English <input type="checkbox"/> ចិន Chinese <input type="checkbox"/> ថៃ Thai <input type="checkbox"/> ជប៉ុន Japanese <input type="checkbox"/> ម៉ាឡេ Malay <input type="checkbox"/> កូរ៉េ Korean <input type="checkbox"/> ផ្សេងៗ Other :
14	ប័ណ្ណបើកបរ Driving License: <input type="checkbox"/> មាន Yes <input type="checkbox"/> គ្មាន No
ព័ត៌មានអំពីការងារ និងព័ត៌មានអំពីការងារ WORKING INFORMATION & CONTRACT	
15	ឈ្មោះនិយោជក Name of Employer: អាសយដ្ឋាន Address: ទូរស័ព្ទ Tel : អ៊ីម៉ែល Email :
16	ប្រទេស Country: <input type="checkbox"/> ថៃ Thailand <input type="checkbox"/> ជប៉ុន Japan <input type="checkbox"/> សិង្ហបុរី Singapore <input type="checkbox"/> ម៉ាឡេស៊ី Malaysia <input type="checkbox"/> ផ្សេងៗ Other:
17	ប្រភេទការងារ Job Title: <input type="checkbox"/> រោងចក្រ Factory <input type="checkbox"/> កសិកម្ម Agriculture <input type="checkbox"/> សំណង់ Construction <input type="checkbox"/> នេសាទ Fishery <input type="checkbox"/> អ្នកបំរើតាមផ្ទះ Domestic Worker <input type="checkbox"/> ផ្សេងៗ Other:
18	អាសយដ្ឋានសំរាប់ទំនាក់ទំនងនៅក្រៅប្រទេស Oversea Contact Address: <input type="checkbox"/> ដូចចំណុចទី១៥ As No.15
19	ថ្ងៃចូលបំរើការងារ <input type="text"/> / <input type="text"/> / <input type="text"/> ថ្ងៃបញ្ចប់ការងារ <input type="text"/> / <input type="text"/> / <input type="text"/> Start Working Date DD MM YYYY Finish Working Date DD MM YYYY រយៈពេលនៃកិច្ចសន្យាការងារ(គិតជាខែ) Working Contract Period (Month):.....ខែ Month(s) អាចបន្តកិច្ចសន្យាការងារ? Can Contract extend? <input type="checkbox"/> បាន Yes <input type="checkbox"/> មិនបាន No
20	ប្រាក់បៀវត្សរ៍(គិតជាដុល្លារ / ខែ) Salary (Dollars per month):.....ដុល្លារ Dollar(s)

ធ្វើនៅ At....., កាលបរិច្ឆេទ Date:.....

ស្នាមមេដៃស្តាំសាមីខ្លួន
Right Thumb Print of Applicant

- លិខិតភ្ជាប់មកជាមួយ Attached with
- អត្តសញ្ញាណប័ណ្ណធុតចម្លងក្បាល ឬលិខិតបញ្ជាក់ទីលំនៅ ១ច្បាប់
Color Copy of Khmer ID Card or Resident Certification 1 Copy
 - រូបថត ៤គុណ៦ ៥ សន្លឹក
Photo 4x6 cm 5 Pieces
 - ឯកសារនិយោជក (ប្រសិនមាន)
Employer Documents (if any)
 - សញ្ញាបត្រ / វិញ្ញាបនបត្រផ្សេងៗ (ប្រសិនមាន)
Certificate (if any)

តែមួយប្រើ

ព្រះរាជាណាចក្រកម្ពុជា
ជាតិ សាសនា ព្រះមហាក្សត្រ

N0

ការប្រឆាំងនឹងជំងឺ
ស្រូបគោរពជូន

ឯកឧត្តម ឧបនាយករដ្ឋមន្ត្រី រដ្ឋមន្ត្រីក្រសួងមហាផ្ទៃ

រូបថត ៤ X ៦
ចំនួន ៤ សន្លឹក
ថតចំពីមុខគ្មានម្យក
គ្មានពាក់វ៉ែនតា

កម្មវត្ថុ : សំណើសុំលិខិតឆ្លងដែនធម្មតា

- ១.នាមត្រកូល និងនាមខ្លួន : អក្សរឡាតាំង:.....
- ២.ថ្ងៃខែឆ្នាំកំណើត:កើតថ្ងៃទី ខែ ឆ្នាំ ភេទ ជនជាតិ សញ្ជាតិ.....
- ៣.ទីកន្លែងកំណើត :ឃុំ/សង្កាត់..... ក្រុង/ស្រុក/ខណ្ឌ..... រាជធានី/ខេត្ត.....
- ៤.លំនៅដ្ឋានបច្ចុប្បន្ន:លេខ..... ផ្លូវ..... ក្រុម/ភូមិ..... ឃុំ/សង្កាត់.....
ក្រុង/ខណ្ឌ/ស្រុក រាជធានី /ខេត្ត.....
- ៥.មុខរបរសព្វថ្ងៃ :..... ទីកន្លែង ទូរស័ព្ទ.....
- ៦.សៀវភៅគ្រួសារលេខ:..... ចុះថ្ងៃទី:..... អត្តសញ្ញាណប័ណ្ណលេខ..... ចុះថ្ងៃទី.....
- ៧.ឈ្មោះប្តី/ប្រពន្ធ ឬនៅលីវ:..... ថ្ងៃ..... ខែ..... ឆ្នាំ..... មុខរបរ.....
- ៨. ឪពុកឈ្មោះ :..... អាយុ..... ឆ្នាំ ជនជាតិ..... នៅរស់ ឬ ស្លាប់, មុខរបរ
- ម្តាយឈ្មោះ :..... អាយុ..... ឆ្នាំ ជនជាតិ..... នៅរស់ ឬ ស្លាប់, មុខរបរ
- អាសយដ្ឋាន:
- ៩.ក្នុងករណីមានអាសន្នសូមទាក់ទងឈ្មោះ (ឡាតាំង) អាសយដ្ឋាន:.....
..... ទូរស័ព្ទលេខ:.....

- ១០.កុមាររួមដំណើរជាមួយអាយុក្រោម ១២ឆ្នាំ មានចំនួន.....នាក់ ។
- ក.ឈ្មោះជាឡាតាំង ភេទ..... ថ្ងៃខែឆ្នាំកំណើត ត្រូវជា.....
- ខ.ឈ្មោះជាឡាតាំង ភេទ..... ថ្ងៃខែឆ្នាំកំណើត ត្រូវជា.....
- គ.ឈ្មោះជាឡាតាំង ភេទ..... ថ្ងៃខែឆ្នាំកំណើត ត្រូវជា.....

សេចក្តីរាយការណ៍ខាងលើនេះ ពិតជាត្រឹមត្រូវ ខ្ញុំសូមទទួលខុសត្រូវចំពោះមុខច្បាប់ជាធរមាន ។ ថ្ងៃទីខែ.....ឆ្នាំ ២០

ជូនគ្រាប់ជាមួយនូវ: អត្តសញ្ញាណប័ណ្ណ សៀវភៅគ្រួសារ, ស្នាក់នៅ ឬ (លិខិតដែលមានតំលៃស្មើ) ស្នាមមេដៃស្តាំ

(*) សាមីខ្លួនត្រូវមកសម្ភាសន៍ ថតរូប និង ផ្តិតខ្មៅដៃ នៅការិយាល័យលិខិតឆ្លងដែន ។

ការិយាល័យលិខិតឆ្លងដែន



លក្ខណៈសំគាល់ និង ស្លាកស្នាមពិសេស : យោបល់មន្ត្រីជួបសម្ភាសន៍ផ្ទាល់:

កំពស់ :.....ស.ម សម្បុរ:..... ភ្នែក:.....

..... ថ្ងៃទី..... ខែ..... ឆ្នាំ២០

..... ហត្ថលេខា

..... ថ្ងៃទី..... ខែ..... ឆ្នាំ២០

..... ហត្ថលេខា

..... ថ្ងៃទី..... ខែ..... ឆ្នាំ២០..... ថ្ងៃទី..... ខែ..... ឆ្នាំ២០.....

ប្រធាននាយកដ្ឋាននគរបាលស្ថិតិ និង លិខិតឆ្លងដែន នាយការិយាល័យលិខិតឆ្លងដែន

บัญชีรายชื่อแรงงานต่างด้าวสัญชาติกัมพูชาเพื่อเข้ารับการตรวจสัญชาติ (NAME LIST) เขตพื้นที่/จังหวัด

ชื่อนายจ้าง/สถานประกอบการ ประเภทกิจการ
 (Employer/Company) (Type of Business)
 ที่อยู่ โทรศัพท์ (ที่สามารถติดต่อได้สะดวก) โทรสาร
 แรงงานต่างด้าว จำนวน คน

ลำดับที่	เลขประจำตัวคนซึ่งไม่มีสัญชาติไทย	ชื่อ-สกุล (ตามบัตร)	เพศ	อายุ	มีบัตรประชาชน		มีทะเบียนบ้าน		มีใบเกิด	
					ทำเครื่องหมาย ✓	ทำเครื่องหมาย ✓	ทำเครื่องหมาย ✓	ทำเครื่องหมาย ✓	ทำเครื่องหมาย ✓	ทำเครื่องหมาย ✓

หมายเหตุ แรงงานต่างด้าวต้องเป็นลูกจ้างของนายจ้าง (ตามบัตร) เท่านั้น

ลงชื่อ..... นายจ้าง/สถานประกอบการ
 (.....)
 ประทับตราบริษัท

บัญชีรายชื่อผู้ติดตามแรงงานต่างด้าวสัญชาติกัมพูชา อายุต่ำกว่า 15 ปี เพื่อเข้ารับการตรวจสัญชาติ (NAME LIST) เขตพื้นที่/จังหวัด.....

ชื่อนายจ้าง/สถานประกอบการ ประเภทกิจการ
(Employer/Company) (Type of Business)
ที่อยู่ โทรศัพท์ (ที่สามารถติดต่อได้สะดวก) โทรสาร
ผู้ติดตาม จำนวน คน

ลำดับที่	เลขประจำตัวคนซึ่งไม่มีสัญชาติไทย	ชื่อ-สกุล (ตามบัตร)	เพศ	อายุ	ชื่อบิดา-มารดา	หมายเหตุ

ลงชื่อ..... นายจ้าง/สถานประกอบการ
(.....)
ประทับตราบริษัท



สัญญาจ้างแรงงาน

Employment Contract

สัญญาจ้างแรงงานนี้ทำขึ้นเมื่อ _____
ณ _____ ระหว่าง _____
ที่อยู่ปัจจุบัน _____

This agreement is made on _____
at _____ between _____
Address _____

(ซึ่งต่อไปในสัญญานี้จะเรียกว่า “นายจ้าง”) ฝ่ายหนึ่งกับ

ที่อยู่ _____

(hereinafter referred to as the “Employer”) and

Address _____

(ซึ่งต่อไปในสัญญานี้จะเรียกว่า “ลูกจ้าง”) อีกฝ่ายหนึ่ง
ทั้งสองฝ่ายตกลงทำสัญญาไว้ต่อกัน ดังมีข้อความต่อไปนี้

(hereinafter referred to as the “Employee”) Both
parties agree on the followings:

1. ตำแหน่งงานและอัตราค่าจ้าง

นายจ้างตกลงจ้างลูกจ้างทำงานและลูกจ้าง
ตกลงรับจ้างทำงานให้นายจ้างในตำแหน่ง _____
อัตราค่าจ้าง _____ ต่อเดือน/วัน/ชั่วโมง โดย
ตกลงจะจ่ายค่าจ้างให้ทุกวันที่ _____ ของเดือน

1. Job Assignment and Wages

The Employer hereby engages the
Employee and the Employee agrees to work for the
Employer in the capacity of _____
at the rate of _____ per/hour/day/month.
The wage shall be paid on _____ day of the
month.

2. ระยะเวลาการจ้างและสถานที่ทำงาน

ระยะเวลาการจ้างมีกำหนด _____ เดือน/ปี
เริ่มตั้งแต่วันที่ลูกจ้างเดินทางถึงประเทศไทย โดยมีสถานที่
ทำงาน ณ _____

2. Duration of Contract and Worksite

The duration of the contract is for _____
month / year. (s) starting from the day of arrival of the
Employee in Thailand and the worksite is at _____

การต่อระยะเวลาของสัญญานี้สามารถกระทำ
ได้โดยการตกลงของทั้งสองฝ่าย

The extension of the contract shall
be mutually agreed upon between the Employer and
the Employee

3. ชั่วโมงการทำงาน

ชั่วโมงการทำงานปกติไม่เกิน _____
ชั่วโมง/วัน และใน 1 สัปดาห์ทำงาน _____ วัน

3. Working Hours

The working hours shall not exceed
_____ hours a day, _____ days per week.

4. วันหยุด

4.1 นายจ้างต้องจัดให้ลูกจ้างมีวันหยุด
ประจำสัปดาห์โดยได้รับค่าจ้างสัปดาห์ละ _____ วัน

4.2 นายจ้างต้องจัดให้ลูกจ้างมีวันหยุด
ตามประเพณีไทยโดยได้รับค่าจ้างปีละ _____ วัน

4.3 เมื่อลูกจ้างทำงานครบ 1 ปี นายจ้าง
ตกลงจัดให้ลูกจ้างหยุดพักผ่อนประจำปี โดยได้รับค่าจ้าง
เป็นเวลา _____ วัน

5. ค่าล่วงเวลาและค่าจ้างในวันหยุด

5.1 ถ้านายจ้างให้ลูกจ้างทำงานเกินเวลา
ทำงานปกติ นายจ้างต้องจ่ายค่าล่วงเวลาให้ลูกจ้างใน
อัตรา _____

5.2 ถ้านายจ้างให้ลูกจ้างทำงานในวันหยุด
นายจ้างต้องจ่ายค่าจ้างในวันหยุดให้ลูกจ้างในอัตรา
_____ ชั่วโมง/วัน

6. อาหาร

นายจ้างตกลงจัดอาหารให้ลูกจ้างทุกวัน
ทำงาน วันละ 3 มื้อ โดยค่าใช้จ่ายให้ตกลงกันเองระหว่าง
นายจ้างกับลูกจ้าง

7. ที่พัก

นายจ้างตกลงจะจัดที่พักอาศัยที่ปลอดภัย และ
ถูกสุขลักษณะให้แก่ลูกจ้าง โดยค่าใช้จ่ายเรื่องที่พักให้ตกลง
กันเอง ระหว่างนายจ้างและลูกจ้าง

8. ค่ารักษาพยาบาล

นายจ้างตกลงจัดให้มีหรือจ่ายค่ารักษาพยาบาล
แก่ลูกจ้างตลอดระยะเวลาของสัญญา ทั้งในกรณีประสบอันตราย
เนื่องจากการทำงานและกรณีเจ็บป่วยอื่น ตลอดจนจ่ายค่าจ้าง
ระหว่างพักรักษาตัวและค่าทดแทนตามกฎหมาย

ในกรณีที่ลูกจ้างเสียชีวิต ค่าใช้จ่ายในการจัด
การศพให้นายจ้างเป็นผู้รับผิดชอบ

4. Holiday and Leave

4.1 The Employer shall arrange for the
Employee _____ day(s) off weekly with regular pay.

4.2 The Employer shall arrange for the
Employee _____ days off per year on Thai
official holidays with regular pay.

4.3 Annual leave of _____ days
shall be allowed by the Employer for the Employee
when completed one year employment with regular
pay.

5. Overtime

5.1 If the Employee works more than the
usual hours on the regular working day, the Employee
shall be paid extra for overtime by the Employer at
the rate of _____

5.2 If the Employee works on holidays,
the Employee shall be paid extra for overtime by
the Employer at the rate of _____ per hour/day

6. Food

The Employer shall provide to the
Employee three, meals a day of working day and the
food expenses depend on the agreement of the
Employer and the Employee.

7. Accommodation

The Employer shall provide the
Employee safe and hygienic accommodation and
the accommodation expenses depend on the
agreement of the Employer and the Employee.

8. Medical Treatment

In the event of the Employee's illness or
accident caused by work during the period of the
contract, the Employer shall both provide all
necessary medical treatment free of charge to the
Employee, and in the meantime pay regular wage and
compensation on terms not less than those stipulated
by the law.

In the event of death of the Employee, all
expenses of managing the body will be under
responsibility of the Employer.

9. ค่าเดินทาง

นายจ้างจะจ่ายค่าเดินทางของลูกจ้างถึงประเทศไทย รวมทั้งจัดหาหน้ะรับส่งลูกจ้างจนถึงที่พัก และจ่ายค่าโดยสารกลับภูมิลำเนาของลูกจ้างในกรณีทำงานครบสัญญา ยกเว้นกรณีที่เป็้นความผิดของลูกจ้าง หรือบอกเลิกสัญญา

10. ข้อบังคับ

10.1 ลูกจ้างต้องเชื่อฟัง และปฏิบัติตามกฎข้อบังคับของบริษัทนายจ้าง ซึ่งกำหนดขึ้นภายใต้เงื่อนไขกฎหมาย และให้ความเคารพต่อขนบธรรมเนียมประเพณีไทย

10.2 ลูกจ้างต้องทำงานให้กับนายจ้างเท่านั้น ไม่ไปทำงานให้กับบุคคลอื่น

10.3 ลูกจ้างต้องไม่กระทำการใดๆ ในลักษณะข่มขู่ประทุ้งหรือรวมตัวกระทำการในสิ่งผิดกฎหมาย

11. การบอกเลิกสัญญา

11.1 กรณีนายจ้างประสงค์บอกเลิกสัญญา นายจ้างต้องบอกกล่าวให้ลูกจ้างทราบล่วงหน้า 1 เดือน หรือจ่ายเงินค่าจ้าง 1 เดือน แทนการบอกเลิกสัญญา หรือให้เป็นไปตามกฎหมายแรงงานไทย รวมทั้งนายจ้างต้องจ่ายค่าเดินทางกลับประเทศให้แก่ลูกจ้างด้วย

11.2 กรณีลูกจ้างประสงค์บอกเลิกสัญญา ลูกจ้างต้องบอกกล่าวให้นายจ้างทราบล่วงหน้า 1 เดือน และต้องจ่ายค่าเดินทางกลับประเทศด้วยตนเอง

12. อื่นๆ

12.1 นายจ้างจะต้องอพยพลูกจ้างไปอยู่ในสถานที่ปลอดภัย เมื่อเกิดวิกฤตการณ์ เช่น ภัยธรรมชาติ การจลาจล การสู้รบ หรือการสงคราม และถ้าสถานการณ์ไม่เอื้ออำนวยให้ทำงานต่อไป นายจ้างต้องส่งลูกจ้างกลับประเทศ โดยนายจ้างเป็นผู้ออกค่าใช้จ่ายทั้งหมด

12.2 เงื่อนไขอื่นที่มีได้ระบุในสัญญานี้ ให้เป็นไปตามกฎหมาย

9. Travel and Transportation

The employer shall pay for the cost of Employee's travelling to Thailand as well as pay the arrangement for transportation to his assigned housing. The Employer shall also pay for the cost of the return travelling of the Employee to his country after he finish his working contract, except that the Employee is at fault or terminates the contract.

10. Obligation

10.1 The Employee shall abide by the rules and regulations of the Employer's company stipulated in conformity with the law, and shall respect the Thai traditions and customs.

10.2 The Employee shall work only for the Employee's company.

10.3 The Employee shall not engage in any unlawful activities such as protest or demonstration,

11. Termination of the Contract

11.1 In case the Employer terminates the contract, the Employer shall give one month notice to the Employee, or pay one month wage in lieu of giving notice, or otherwise act in conformity with the Thai labour law. The Employer shall thereby pay for the cost of the return travel of the Employee to his country.

11.2 In case the Employee terminates the contract, the Employee shall give a one month notice to the Employer and shall pay for his own expenses.

12. Others

12.1 In the event of natural disaster, riot, fighting or war the Employer shall evacuate the Employee to the safe area, and if the situation is no longer conducive for the continuity of work, the Employer shall repatriate the Employee and shall pay for all the expenses of the repatriation.

12.2 Other conditions not mentioned in this contract shall be in accordance with the stipulations of the law.

12.3 ในกรณีที่นายจ้างไม่ปฏิบัติตาม
เงื่อนไขแห่งสัญญานี้ข้อหนึ่งข้อใด หรือปฏิบัติไม่ครบถ้วน
ตามเงื่อนไขแห่งสัญญานี้ นายจ้างยินยอมรับผิดชอบในความเสียหาย
ที่เกิดขึ้นแก่ลูกจ้างทุกประการ

สัญญานี้ทำขึ้นทั้งภาษาไทย ภาษาอังกฤษ และ
ภาษากัมพูชาโดยจัดทำขึ้นเป็นสองฉบับมีข้อความถูกต้องตรงกัน
คู่สัญญาทั้งสองฝ่ายต่างถือไว้ฝ่ายละหนึ่งฉบับ

คู่สัญญาทั้งสองฝ่ายต่างเข้าใจข้อความในสัญญานี้
จึงได้ลงลายมือชื่อไว้ต่อหน้าพยาน

ลงชื่อ _____ นายจ้าง

(_____)

ลงชื่อ _____ ลูกจ้าง

(_____)

ลงชื่อ _____ พยาน

(_____)

ลงชื่อ _____ พยาน

(_____)

12.3 In case the Employer fails to
implement any of the conditions agreed in this
contract, in full or in part the Employer shall be
responsible for all the losses incurred to the employee.

Done in duplicate, one in both Thai, English
and Cambodia each being equally authentic, each party
holding one copy.

In witness whereof, the undersigned, having
fully understood the contents of the contract stated here-
in, have signed this agreement.

Signature _____ Employer

(_____)

Signature _____ Employee

(_____)

Signature _____ Witness

(_____)

Signature _____ Witness

(_____)

កិច្ចសន្យាការងារ

កិច្ចសន្យាការងារនេះ ធ្វើនៅថ្ងៃទី _____ នៅ _____

រវាង _____ អាសយដ្ឋាន _____

(ហៅថា "និយោជក") _____

និង _____

អាសយដ្ឋាន _____

(ហៅថា "និយោជិត") ។ ភាគីទាំងពីរ បានឯកភាពគ្នាដូចខាងក្រោម:

១. ការងារ និងប្រាក់ឈ្នួល

និយោជក ជូននិយោជិតឱ្យធ្វើការឱ្យ ហើយនិយោជិត ឯកភាពធ្វើការ ឱ្យនិយោជក _____ ក្នុងតម្លៃឈ្នួល _____ ក្នុងម៉ោង/ថ្ងៃ ខែ ។ ប្រាក់ឈ្នួល នឹងធ្វើការទូទាត់ នៅថ្ងៃទី _____ នៃខែ ។

២. រយៈពេលកិច្ចសន្យា និងកន្លែងការងារ

រយៈពេលនៃកិច្ចសន្យាការងារ មានរយៈពេល _____ ខែ/ឆ្នាំ ចាប់ផ្តើមពីថ្ងៃធ្វើដំណើរមកដល់ប្រទេសថៃ

និងកន្លែងការងារ នៅ _____

ការពន្យារពេលនៃកិច្ចសន្យានេះ ធ្វើឡើងដោយមានការឯកភាពគ្នា រវាង និយោជក និងនិយោជិត ។

៣. ម៉ោងធ្វើការ

ម៉ោងធ្វើការមិនលើសពី _____ ម៉ោងក្នុង១ថ្ងៃ _____ ថ្ងៃក្នុង ១សប្តាហ៍ ។

៤. ថ្ងៃបុណ្យ និងថ្ងៃឈប់សំរាក

- ៤.១ និយោជក រៀបចំថ្ងៃឈប់សំរាករយៈពេល _____ ថ្ងៃ ក្នុង ១ សប្តាហ៍ ។
- ៤.២ និយោជក រៀបចំថ្ងៃឈប់សំរាករយៈពេល _____ ក្នុង ១ឆ្នាំ តាមថ្ងៃឈប់សំរាកជាផ្លូវការរបស់ថៃ ។
- ៤.៣ ថ្ងៃឈប់សំរាកប្រចាំឆ្នាំរយៈពេល _____ ថ្ងៃត្រូវបាន អនុញ្ញាត ដោយនិយោជក

ដល់និយោជិតនៅពេលបានបញ្ចប់កិច្ចសន្យា ការងារ រយៈពេលមួយឆ្នាំហើយ ។

៥. ថែមម៉ោង

៥.១ ប្រសិនបើនិយោជិត ធ្វើការលើសពីម៉ោងធ្វើការធម្មតា នៅថ្ងៃ ធ្វើការ និយោជិត

នឹងទទួលបានប្រាក់លើកទឹកចិត្តចំនួន _____ ។

៥.២ ប្រសិនបើនិយោជិតធ្វើការចំថ្ងៃឈប់សំរាក នោះនិយោជិតនឹង ទទួលបានប្រាក់លើកទឹកចិត្តបន្ថែមចំនួន

_____ ក្នុងមួយម៉ោង/ថ្ងៃ ។

៦. អាហារ

និយោជក នឹងផ្តល់អាហាររយៈពេល បីពេល ក្នុងមួយថ្ងៃ ក្នុងថ្ងៃធ្វើការ និងការចំណាយលើអាហារផ្សេងៗទៀត

អាស្រ័យលើកិច្ចសន្យាការងារ រវាងនិយោជក និងនិយោជិត ។

៧. ការស្នាក់នៅ

និយោជក នឹងផ្តល់កន្លែងស្នាក់នៅប្រកបដោយសុវត្ថិភាព និងអនាម័យ និងការចំណាយលើការស្នាក់នៅផ្សេងៗទៀត ដល់និយោជិត

អាស្រ័យ លើកិច្ចសន្យាការងាររវាងនិយោជក និងនិយោជិត ។

៨. ការព្យាបាល

ក្នុងករណីនិយោជិត មានជម្ងឺ ឬគ្រោះថ្នាក់ដោយសារការងារ ក្នុងកំឡុងពេលកិច្ចសន្យាការងារ និយោជកនឹងទទួលរ៉ាប់រងសំរាប់

ថ្លៃព្យាបាល ដល់និយោជិត ក្នុងពេលជាមួយគ្នានេះដែរ ក៏នឹងត្រូវ ធ្វើការទូទាត់ប្រាក់ឈ្នួលធម្មតា និងការសងជំងឺចិត្ត មិនលើសពី លក្ខខណ្ឌ

ដែលមានចែងក្នុងច្បាប់ ។

ក្នុងករណីនិយោជិតទទួលមរណៈភាព និយោជកជាអ្នកទទួលខុសត្រូវ ក្នុងការចាត់ចែងសពរបស់និយោជិត ។

៤. ការធ្វើដំណើរ និងដឹកជញ្ជូន

និយោជក នឹងទទួលខុសត្រូវសំរាប់ការចំណាយលើការធ្វើដំណើររបស់ និយោជិតមកកាន់ប្រទេសថៃ ក៏ដូចជាការចំណាយសំរាប់ការដឹកជញ្ជូន មកកាន់កន្លែងស្នាក់នៅរបស់និយោជិត ។ និយោជក ក៏នឹងទទួលខុសត្រូវលើការចំណាយសំរាប់ការធ្វើដំណើរត្រឡប់មកស្រុកកំណើតវិញ ក្រោយពីកិច្ចសន្យាបានបញ្ចប់ លើកលែងតែនិយោជិតមានកំហុស អ្វីមួយ ឬបញ្ចប់កិច្ចសន្យាការងារមុនកាលកំណត់ ។

១០. កាតព្វកិច្ចការងារ

១០.១ និយោជិត ត្រូវគោរពទៅតាមច្បាប់ និងបទបញ្ជាផ្ទៃក្នុងរបស់ ក្រុមហ៊ុន ដែលមានចែងស្របទៅតាមច្បាប់ និងគោរពតាមទំនៀម ទំលាប់ និងប្រពៃណីរបស់ថៃ ។

១០.២ និយោជិត ត្រូវធ្វើការឱ្យក្រុមហ៊ុន ដែលបានចុះកិច្ចសន្យា ជាមួយ ។

១០.៣ និយោជិត មិនត្រូវទាក់ទងនឹងសកម្មភាពខុសច្បាប់ណាមួយ ដូចជាការធ្វើការប្រឆាំង ឬបាត់បង់ឡើយ ។

១១. ការបញ្ចប់កិច្ចសន្យាការងារ

១១.១ ក្នុងករណីនិយោជក ជាអ្នកបញ្ចប់កិច្ចសន្យា និយោជក នឹងធ្វើការជូនដំណឹងរយៈពេល មួយខែមុន ដល់និយោជក ឬត្រូវបើក ប្រាក់ឈ្នួល មួយខែ ជំនួសការជូនដំណឹង ឬបើមិនដូច្នោះទេ ត្រូវអនុវត្ត ទៅតាម ច្បាប់ការងាររបស់ប្រទេសថៃ ។ ដូចនេះ និយោជក នឹងត្រូវ ធ្វើការទូទាត់លើការចំណាយសំរាប់ការធ្វើដំណើរ ត្រឡប់មក ប្រទេសវិញរបស់និយោជិត ។

១១.២ ក្នុងករណីនិយោជិត ជាអ្នកបញ្ចប់កិច្ចសន្យាការងារនេះ នោះនិយោជិត ត្រូវជូនដំណឹងរយៈពេល មួយខែមុន ដល់និយោជក ហើយត្រូវធ្វើការទទួលខុសត្រូវលើការចំណាយដោយខ្លួនឯង ។

១២. ផ្សេងៗ

១២.១ ក្នុងករណីមានគ្រោះមហន្តរាយ កុហ្សកម្ម វាយប្រហារ ឬសង្គ្រាម និយោជកនឹងធ្វើការជំរុញនិយោជិត ទៅកាន់តំបន់ សុវត្ថិភាព ហើយប្រសិនបើស្ថានភាព មានលក្ខណៈមិនអាចបន្ត ការងារទៅទៀតបាន នោះនិយោជកនឹងត្រូវបញ្ជូននិយោជិត ត្រឡប់ទៅមាតុភូមិវិញ និងទទួលរ៉ាប់រងលើការចំណាយសំរាប់ការ ធ្វើមាតុភូមិវិវត្តន៍នេះ ។

១២.២ លក្ខខណ្ឌផ្សេងទៀត ដែលមិនមានចែងនៅក្នុងកិច្ចសន្យា ការងារនេះ ត្រូវអនុវត្តទៅតាមច្បាប់ដែលមានស្រាប់ ។

១២.៣ ក្នុងករណីនិយោជក មិនបានអនុវត្តទៅតាមលក្ខខណ្ឌដែលបាន ឯកភាពគ្នានៅក្នុងកិច្ចសន្យាការងារនេះ និយោជកនឹងទទួលខុសត្រូវ ទាំងស្រុង ឬដោយផ្នែកចំពោះការខូចខាត របស់និយោជិត ។

កិច្ចសន្យាការងារនេះ ធ្វើឡើងបីច្បាប់ ជាភាសាថៃ អង់គ្លេស និងជាភាសាខ្មែរ ដែលមានខ្លឹមសារដូចគ្នា ។ ភាគីនីមួយៗ ទទួលរក្សាទុក មួយច្បាប់ រៀងៗខ្លួន ។

ភាគីទាំងពីរ បានចុះហត្ថលេខាលើកិច្ចសន្យាការងារនេះ ដើម្បីជា សាក្សីភាពក្នុងការអាន និងបានយល់ទាំងស្រុងនូវខ្លឹមសារនៃកិច្ចសន្យា ការងារនេះ ។

ហត្ថលេខា _____ និយោជក

(_____)

ហត្ថលេខា _____ និយោជិត

(_____)

ហត្ថលេខា _____ សាក្សី

(_____)

ហត្ថលេខា _____ សាក្សី

(_____)