

Protection of Child Labor Rights in the Agricultural Sector in Thailand

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Introduction

The use of agricultural child labor in Thailand is still in breach of legal measures. Very violating children's rights. Caused by the provisions of the law on the use of child labor about definition, meaning Labor contract criteria. And measures to protect labor rights in the agricultural sector are not specified it makes law enforcement problems in practice. The law has a basic idea of employing industrial workers. When applied to employment in the agricultural sector, it is inconsistent with the nature of work and processes in the agricultural sector. Operators of underage children or minors under Thai law must be under the custody of their parents or guardians. The violation of children's rights or the Worst Forms of Child Labor. Partly there will be problems from the biological family Problems in child care, problems with insufficient income for living in poverty. Including the problem of hiring migrant workers who enter illegal cities hiring of various informal workers. And problems arising from the social neglect of child labor. The government does not seriously monitor and audit. The agencies involved lack social responsibility. In addition to protecting basic labor rights in work, the person has the right to ensure the safety and welfare of the job. Including guarantees for living both during and after working conditions. Getting fair wages Access to welfare from the state and working in a good environment and freedom of assembly. To protect their rights is a fundamental right that is already the foundation of quality. The state must protect the minimum age of child labor, the age of employment. Child Labor Prohibited Time. The state must protect the minimum age of child labor, the age of employment. Child Labor Prohibited Time.

This article is divided into three sections. Part one addresses the importance of child labor, principles, and concepts of child rights protection. The second part discusses the analysis of child labor laws. And the third part is a summary of recommendations.

1. Concepts of child protection and child labor importance

In this section, the article on Agricultural Child Labor Protection in Thailand will study and understand .Concept of protecting the rights of children the importance of child labor. And the principles of the law to protect the rights of children to be used as the basis for analyzing the problem of child labor protection details appear as follows.

1.1. Concept of child protection

In the 18th century, the concept of freedom in the United States and France evolved, and the industrial revolution in the 19th century changed from agrarian society to industrial society and urban society. The concept of child protection was developed. With the Convention on the Rights of the Child being drawn up, there are several international instruments. In 1924 there were international instruments on the rights of the child: The Geneva Declaration of the Right of the Child A.D.1924. Subsequently, the Universal Declaration on the Rights of the Child was introduced. Development in the protection of children's rights took place in various years. Up until now, the Declaration of the Right of the Child A.D.1989. There are 196 parties, of which only one United States has not joined. For Thailand, the subordinate to the Convention on the Rights of the Child was signed on 12 February 1992 and entered into force on 26 April 1992.

It aims to raise the level of protection of the rights of children. The Convention establishes that any action relating to children must take into account the best interests of the child to ensure the basic rights of the child as follows 1) Right to Survival 2) Right to Protection 3) Right of Development 4) Right to Participle.

In addition, the protection of labor rights in Thailand is based on international laws and internal laws as follows.

1) The Conventions of International Labor Organization (ILO) was established as part of the League of Nations in 1919 under the Treaty of Versailles. When the League of Nations was canceled with

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the establishment of the United Nations in A.D.1946, the ILO became the United Nations' Specialized Agency, the only major body of the United Nations responsible for overseeing the country's labor issues member. With Thailand joined as a member country in the establishment the aim of establishing the ILO was to promote social justice and promote universal recognition of human and labor rights. Which Thailand has ratified many issues When a government agency establishes a labor law, it is necessary to study the ILO Conventions in order to have consistent general principles regarding the equality of receiving compensation in work among male and female employees, pursuant to Section 53 of the Labor Act 1998 (BE 2541) and the Equal Remuneration Convention, A.D.1951 No 100). Or on the minimum age for employment under Convention No.138 of the Minimum Age, A.D.1973.

2) Declaration of Human Rights, A.D.1975

Issued by the United Nations General Assembly Established basic rights of employees. Which the Thai labor law was also stipulated in accordance with, for example, the protection of working hours in order to prevent employees from being overworked Labor Protection Act B.E. 2541 Section 23.

3) Treaties such as the A.D.1918 Treaty of Versailles

Article 427, provide protection for equal pay rates regardless of gender under Section 53 of the Labor Protection Act B.E. 2541.

4) The Constitution of the Kingdom of Thailand B.E.2560

Principles of prohibition of labor criteria Freedom of association State policies that must be acted upon Provide economic welfare to encourage people to have jobs Including protection of child labor and women Establish a system of labor relations and a tripartite system where workers have the right to elect their representatives. Organize a social security system Provides compensation for workers of the same value. Fair benefits and welfare without discrimination which the Constitution of the Kingdom of Thailand B.E. 2560

Section 27. All persons are equal before the law, and shall have rights and liberties and be protected equally under the law. Men and women shall enjoy equal rights.

Unjust discrimination against a person on the grounds of differences in origin, race, language, sex, age, disability, physical or health condition, personal status, economic and social standing, religious belief, education, or political view which is not contrary to the provisions of the Constitution or on any other grounds, shall not be permitted.

5) Labor Law and laws related to labor

Labor Law is a law established by the state to determine the rights and duties between employers and employees. And the state dependent on the employment Objective of employee protection. The employment of workers is orderly, safe and efficient. Including in accordance with the rules of various civilizations there are several laws related to employment in Thailand.

(1) Law of Employment Service and Job-seekers Protection)

This law is established to protect job seekers in the pre-employment process. Do not allow job seekers to be taken advantage of by recruiters. Encourage job seekers to have opportunities and channels to work and provide employers with the labor they need. The law in this section is the Employment Protection and Job Seeker Act, B.E. 2528.

(2) Employment Law

This law defines legal relations as employers, employees. Rights and duties between employers to each other include the suspension of the employment contract. In accordance with the Civil and Commercial Code, Section 575-586, this labor contract law is based on the principle of freedom of contract and the Sans city of contract , (Autonomy of the Will)) is a matter that employers, employees can negotiate. Agreements can be legally enforceable.

In entering into an employment contract, the employer normally has the power to stipulate the conditions in the contract as he deems appropriate for the nature of the employee's work and the type of business of the employer, and if the employee agrees to enter into an employment contract under such conditions, the employer and the employee must comply. And liability under that condition according to the law "agreements must be kept" (Latin: *pacta sunt servanda*). Or contract that is different with the provisions of the law on the fairness or good morality of the people. Void not enforceable. Labor contracts that contradict or have conditions different from the provisions of the Act. Labor Protection Act B.E. 1998

or Labor Relations Act, B.E. 2518 (Judgment of the Supreme Court 1401 / 2527, 2409 / 2527, 1217 / 1992).

An employment contract it is a standard contract. "standard-form contract" means a written contract, the material terms of which have been pre-formulated, which is used by either party in the operation of his business, whatever form in which it is made.

Which has conditions that give the employer an undue advantage over the employee is an unfair contract agreement. Causing the employment contract to take effect as specified in the employment contract Employees do not have the power to negotiate and modify the employment contract. Under the Unfair Contract Terms Act, B.E. 2540, Section 4.

Agreements or conditions that may exclude or limit liability arising from breach of contract, agreement, to be liable or bear more liability than the law requires. Agreement to terminate the contract without reasonable reason. Or give the right to terminate the contract by the other party not breach of contract in essence. An agreement gives the right not to perform any of the contracts. Or perform according to the contract in an unreasonable delay. An agreement gives the parties the right to demand or require the other party to bear more burdens than they are at the time of contracting, etc.

(3) Foreigner's Working Management Emergency Decree, B.E. 2560

This law stipulates that foreigners are prohibited from accepting work without a work permit under Section . And aliens can work only as specified in the announcement. Hiring a person to work is therefore required to check the qualifications of a person as a foreigner or not. Or have worked with the nature or working conditions specified in the work permit only Otherwise, the employer and employer may be liable and subject to criminal penalties under the law.

(4) Labor Protection Act 1998 (B.E. 2541)

Labor protection law or called Labor Standards Law It is a law that sets the minimum standard (Maximum standart) about the employment of workers that employers should treat employees to work safely. Received wages, compensation and appropriate work collateral. Able to mobilize life in society to a certain extent Labor protection law has the objective of causing fairness to the employees It is a protection and benefits to employees because they have less economic status than employers. Is a law about public order (Supreme Court Judgment 1225-1235 / 2530).

(5) Labour Relation Law

Labor Relations Law It is a law that establishes the labor relationship between employers and employees with each other. It is a provision giving the employer and employee the right to form an organization in the form of a juristic person to protect the interests of each party, for example, employees can form a labor union. Employee Organization Council Employers 'federation and employers' organization council to protect their rights Agreement on working conditions aamendments to changes in employment conditions Labor Dispute and Labor Dispute Resolution The Labor Relations Act is divided into the Labor Relations Act B.E. 1975, the State Enterprise Labor Relations Act, B.E. 2543.

(7) Occupational Safety, Health and Environment Act B.E. 2554

This law provides the protection of employees by prescribing measures for safety, occupational health and working environment for employers to have administrative duties. Manage and operate safety Occupational health and environment at work (Section 8 to Section 23) requires that the safety inspector has the power to protect the safety of employees (Section 35 to Section 43), requiring a safety fund. (Section 44 to Section 52) and the Institute of Safety Promotion (Section 52) and prescribe criminal penalties for violation of the aforementioned laws (Sections 53 to 72). (8)Worker Compensation Law

This law is a law that provides employees with insurance in the event that the employee suffers from work injury or sickness for the employer. A workmen's compensation fund is established under the supervision of the Social Security Office. Ministry of Labor and Social Welfare under the Compensation Act 2537 B.E. 2537. Compensation Fund Rules for the payment of contributions to the fund there is a scope of content on compensation for which employees are covered. Procedures for exercising the right to receive compensation include submitting a claim Consideration of petitions and appeals. And legal officials compensation.

(9) Social Security Law

Social Security Law It is a law based on the concept of providing a guarantee for the people in society, especially the insured workers. The coverage is divided into 7 categories: 1) illness, injury outside work, 2) disability, 3) childbirth, 4) death, 5) child welfare, 6) old age, 7) and unemployed. Social Security Act B.E. 2533 (Amended B.E. 2542).

(10) Labor Court Law

The law established the labor court to be a specialized court has the power to consider labor cases in conflict between employers and employees by judges with knowledge and understanding of labor issues together with Employers Associate Judges and Associate Judges. Employee Act on the Establishment of and Procedure for Labor Court, B.E. 2522 amended B.E. 2550)

(11) Ministerial Regulation on Labor the Protection of labor in Agriculture Work B.E. 2557

This ministerial regulation defines the term "Agricultural work" and requiring employees who have worked consecutively for 180 days have the right to vacation for at least 3 working days or as agreed. In which the employer pays wages to the employees On vacation as if an employee came to work normally In this regard, an employee is entitled to sick leave as long as he / she is actually sick. Sick leave is 3 or more working days, the employee may be required to provide a medical certificate and the employer must pay regular wages throughout the period. On leave but not more than 15 days.

In agricultural work which is not employed throughout the year and does not allow the employee to work in a manner is an industrial event continued from such the employer must comply with the provisions set forth in various sections. In the Labor Protection Act B.E. 2541 as amended by the Labor Protection Act (No. 2) B.E.2551

It can be seen that in the protection of rights and duties of labor, there are many related laws. This is because the labor contract as provided for in the Civil and Commercial Code as stated in the provisions of the rights and duties of the employer and children are broad It does not cover the protection of labor rights according to the minimum standards of child labor in agriculture in Thailand. Therefore, many laws have to be revised to reflect the changing situation in the economy, society, politics of the country and the world.

1.2 Importance of child labor

A child is a person whose physique is not strong enough to function still lacking experience Deserve to be educated according to age the fact that a child works too fast will have adverse effects on the child. Therefore, child labor is prohibited. The protection of the rights of children is recognized by all countries around the world, according to International Labor Organization Convention No.138 on Minimum Age Allowable Employment, 1973 and International Labor Organization Convention No.182. On the Prohibition and the Immediate Practice to Eliminate the Worst Form of Child Labor, 1999, which set the minimum age for general labor from 15 years and older.

At present, the population of childhood (birth - 14 years) in Thailand is declining. From the total number of B.E.2563, there are 11.2 million children, or 16.9% of the total population 68,977,400 (the population estimate as of July B.E.2563 will be reduced to 8.4 million, or the proportion to 12.8% in Year B.E.2583 and the first survey of the work of children in Thailand in B.E.2561 by cooperation between the Office of the Ministry of Labor National Statistical Office and the International Labor Organization International Labor Organization ILO).

Of the sample households with children aged 5-17 years, a total of 26,673 households, 10.47 total children, 10.47 non-working children, 96.10 percent of non-working children, 2.85 hundred thousand people, 2.90 percent, studying 9.77 million people, 97.10 percent, working 4.09 hundred thousand people. 3.90, do not study, 1.92 hundred thousand people, study 2.17 hundred thousand people, 53.10 percent, 409 hundred thousand working children, most of them work 15-48 hours per week, 55.0 percent, followed by work less than or equal to 14 hours per week, 41.50 percent and work. Over 48 hours, 3.50 percent of which 10.47 million children aged 5-17 years are inactive, 10.06 million or 96.1 percent (most of them are 9.77 million children or 97.1 percent. 4.09 hundred thousand people or 4.09 hundred thousand people or 3.9 percent of them are working children. And studying 2.17 hundred thousand people (53.1 percent), which the reason to work is to help businesses, households, 60.1 percent of households, followed by 20.0 percent of their family income and 11.40 percent did not care about learning.

In addition, according to the National Statistical Office's Labor Force Survey (LFS) in August B.E.2563, 38.41 million people in the labor force found that 56.88 million people aged 15 and over were employed. Made 38.05 million people, consisting of 12.13 million workers in the agricultural sector, but did not survey the job description of children by age, for example in B.E.2561.

From the changing situation of birth working of the child population it can be seen that children working partly have to help businesses, households, households at a higher rate, and second, have to do it for extra income of their family and work for their own living. For collecting information in this section, the author believes that the population of the alien children has not yet been drawn up, their parents come to work in the country and work in the farmer sector by helping their families. Or earn money for living since most agricultural labor is hired in the informal sector, it causes problems in protecting the right to meet the legal standard.

1.2.1 Use of Child Labor

Child labor under the Labor Protection Act 1998 (B.E. 2541) does not have a specific definition of the word "child". But can infer the meaning from the various legal provisions as follows.

Labor Protection Act 1998 (B.E. 2541) Section 44. An Employer shall not employ a child under fifteen years of age as an Employee. Section 45. In the case of employment of a young worker under eighteen years of age, the Employer shall comply with the following: (1) notify a Labor Inspector regarding the employment of a young worker within fifteen days of the young worker commencing work;

The Civil and Commercial Code This law has given the meaning of the word "minor" A minor under Section 19 states that" A person, on the completion of twenty years of age to be a minor and becomes sui juris. Section 20 states that a minor becomes Sui juries upon marriage, provided that the marriage is performed in accordance with the provisions of Section 1448 and Section 1448 the marriage can be made only when the man and woman have completed their seventeenth year of age. But in case of having appropriate reason, the Court may give the leave to them being married reaching such age.

Child Protection Act, B.E. 2546 (2003) Section 4. In this Act, "Child" means a person whose age is less than 18 years but does not include those who attain majority through marriage.

Juvenile and Family Court and Its Procedure Act, B.E. 2553 . Section 4 in this Act:

"Child" 2 means a person who is over the age as prescribed in Section 73 of the Criminal Code but not over 15 years old.

"Juvenile" means a person who is over fifteen years old but does not attain the age of eighteen years old; According to this law, we have the meaning of children and youth. Not over 15 years old is called a child over 15 but not yet 18 years old is called youth. This is the meaning of children and youth according to Section 1448, which was established to define judicial procedures relating to children and Youth Procedure for "Child" and "Juvenile".

United Nations Convention on the Rights of the Child: CRC, (UNCRC)

It is a human rights treaty that defines the civil, political, economic, social, health and cultural rights of a child, defining that a child is any human being under the age of 18 except the age of majority. According to the law in that country. From the provisions of the said law, it can be concluded that there are related terms in child labor: "Child," "Juvenile," and "A minor", divided according to the spirit of each law. For the employment of child labor and must comply with Convention No. 138 on the Minimum Age Allowable for Employment A.D.1973.

Therefore, child labor means Employers who are children aged 15 and over but not yet 18 years old, and children under 15 years of age are strictly prohibited by employers. Violators will be punished. Under the Labor Protection Act 1998 Labor Protection Act 1998 (B.E. 2541), Section 148/1 with imprisonment for a term not exceeding 1 year and a fine not exceeding 200,000 baht, according to the concept of universal They do not want their employers to use child labor. This is because the child is not physically strong enough to work. Still lacking knowledge and experience Deserve to be educated as appropriate to the age before to work as an employee should not enter the labor force too quickly. Which will cause harm to the child himself Child labor is prohibited. Child labor is prohibited. Which the international labor organization (International Labor Organization) sets the standard for the minimum age of employment in accordance with Convention No. 38 on the minimum age for employment, A.D.1973.

Age criteria for child labor May be divided into 3 groups as follows

1) Birth period - up to 14 years, if considered a child, unable to employ workers

2) From 15 to 17 years of age is a young employee. During this age, employers can employ persons aged 15 to 17 as employed. But must strictly comply with the Labor Protection Act, B.E. 2541, and Chapter 4: Child Labor from Section 44 to Section 52 for workers during this period, they are considered to be young people. But not yet mature. This group of employees can be employed as employees. But the law will provide extra protection over the general labor force by avoiding risky work such as cleaning machinery. Running engines, etc., or working in places that are morally deteriorating, such as entertainment venues or abattoirs, etc.

3) From the age of 18 years, employers can hire workers of this age as an employee using general labor rules.

Labor Protection Act B.E. 2541 Employment prohibits employers from employing a child under fifteen years as an employee Section 44. An Employer shall not employ a child under fifteen years of age as an Employee. A child under the age of fifteen years working in both agricultural and other sectors is a violation of the law, liable to a fine of four hundred thousand to eight hundred thousand baht per employee. Or imprisonment for up to two years or both.

Child labor can be hired when a child ages 15 and up to 17. Employers are required to provide special protection against child labor. In which the employer must strictly comply with the law, in accordance with Section 45 In the case of employment of a young worker under eighteen years of age, the Employer shall comply with the following: (1) notify a Labor Inspector regarding the employment of a young worker within fifteen days of the young worker commencing work.

In addition, the law has provided Section 49. An Employer shall not require a young worker under eighteen years of age to perform any of the following work:(1) metal smelting, blowing, casting or rolling;(2) metal pressing; (3) work involving heat, cold, vibration, noise and light of an abnormal level which may be hazardous as prescribed in the Ministerial Regulations;(4) work involving hazardous chemical substances as prescribed in the Ministerial Regulations;(5) work involving poisonous microorganisms which may be a virus, bacterium, fungus, or any other germs as prescribed in the Ministerial Regulations;(6) work involving poisonous substances, explosive or inflammable material, other than work in a fuel service station as prescribed in the Ministerial Regulations;(7) driving or controlling a forklift or a crane as prescribed in the Ministerial Regulations; (8) work using an electric or motor saw;(9) work that must be done underground, underwater, in a cave, tunnel, or mountain shaft;(10) work involving radioactivity as prescribed in the Ministerial Regulations ;(11) cleaning of machinery or engines while in operation;(12) work which must be done on scaffolding ten meters or more above the ground; or(13) other work as prescribed in the Ministerial Regulations and Section 50. An Employer shall be prohibited to require an Employee who is a youth under eighteen years of age to work in any of the following

Places:

(1) a slaughterhouse; (2) a gambling place;(3) a recreation place in accordance with the law governing recreation places;(4) any other place as prescribed in the Ministerial Regulations.

1.3 Concept and definition of employment

The concept of an employment contract based on Roman law is rooted in a lease, divided into Property Lease Agreement and Service Lease Agreement or Labor Agreement with Work Lease or Contract of Work Is an employment contract to complete the goods French law is thought to be the same as Roman law, which divides the lease into two categories: contract de chose and service lease which is divided into labor agreements. The contract de travail, the Des devis et des marches, and the Employment Law of England and the United States are based on the relationship between the Master and the Servant. Have an unequal status the employer has control over the employee. The duties of the employee must follow the instructions of the employer.

For recruiting workers in Thailand, businesses may now have an option to recruit workers (such as staff hiring), which focus on supervising power and recruiting contractors, such as hiring work. Design hiring Consultation Construction hiring for success-oriented services the details are as follows in the Civil and Commercial Code.

1.3.1 Labor Contract

According to the Civil and Commercial Code of Thailand Section 575. A hire of services is a contract whereby a person, called the employee, agrees to render services to another person, called the employer, who agrees to pay remuneration for the duration of the services.

Employment is a contract that "employees" agree to work for "employer" and the employer agrees to pay wages Or compensation for working to employees throughout the period of being employed To hire a labor contract Arising from the voluntary agreement of two parties who intentionally intend to establish a relationship with each other. With one party agreeing to work and the other party agrees to pay remuneration or wages to work for Agreements must be voluntary. Not being deceived, important, wrong or intimidated, which will render the contract ineffective or incomplete. Because the employment is caused by the voluntary agreement of the parties. Forced labor Therefore does not constitute legal employment

1) The main characteristics of the labor contract

(1) It is a reciprocal contract, that is, it is a contract that incurs a debt to the contract of both parties to perform reciprocal repayment. The debtor has a debt that will have to work for the employer. At the same time, employers have a debt to pay wages or remuneration for their work. This principle is the origin of the principle of pay for work and the principle of no work or no pay (no work n pay).

(2) Call the parties "Employer" and "Employee" (Employee) employment contract called the parties.

(3) The employee agrees to work for the employer and the employer agrees to pay remuneration or wages for working for.

That said, "The employee agrees to work for the employer", this may be an agreement with labor to lift, carry, or it may be a task that uses brain thinking or intelligence, such as human resource management, legal work in a ton. Remuneration or compensation for working "is for wages Civil and Commercial Code does not specify that it must be currency, but the Labor Protection Act, Section 5 defines the wages that "Money that the employer

And the employee agreed to pay as compensation for working under the employment contract, so wages under the labor control law must be money only. If the employer pays compensation for work as an item, it shall be deemed wages under the Labor Protection Law

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Employment is a contract that "employees" agree to work for "employer" and the employer agrees to pay wages Or compensation for working to employees throughout the period of being employed To hire a labor contract Arising from the voluntary agreement of two parties who intentionally intend to establish a relationship with each other. With one party agreeing to work and the other party agrees to pay remuneration or wages to work for Agreements must be voluntary. Not being deceived, important, wrong or intimidated, which will render the contract ineffective or incomplete.

(4) The employee must work under the supervision of the employer. According to the Civil and Commercial Code, Section 583. If the employee willfully disobeys or habitually neglects the lawful commands of his employer, absents himself for services, is guilty of gross misconduct, or otherwise acts in a manner incompatible with the due and faithful discharge of his duty, he may be dismissed by the employer without notice or compensation.

(5) A labor contract made on the basis of intuitu personae. The employer and the employee agreed to the contract of employment to each other. Each party will have to consider the qualifications of the person who will enter into the contract because both parties must be tied up as the employer and employee for a long time. Therefore is of particular importance. As can be seen from the Civil and Commercial Code section 577. The employer may transfer his right to a third person with the consent of the employee. The employee may have a third person render the services in his place with the consent of the employer. If either party acts contrary to this provision, the other party may terminate the contract.

2) Type of labor contract

Employment contracts under Thai law are not clearly defined or classified. But can be classified according to the nature of the contract into 2 types: an indefinite employment contract and a fixed term

employment contract. Which the employment contract in both cases appears in Labor Protection Act 2541, Amendment B.E. 2551, and Section 17, which sets about the case.

(1) An employment contract with no fixed term of employment Employers are required to give notice of legal advance termination and pay compensation. (If the termination does not qualify for other compensation payments such as the employee commits a serious offense According to the Labor Protection Act 1998, Section 119 and the Civil and Commercial Code, Section 583 In the case of the employee intentionally disobeying the boss's order

(2) An employment contract with a fixed term of employment but does not have characteristics in accordance with the exclusion of compensation. Employers do not have to give notice of the termination in advance, but still have to pay compensation. (If termination does not qualify for other compensation exemptions such as an employee committing serious offenses) and an employment contract with a fixed term of employment and the nature of the severance exemption. Employers are not required to give advance notice of termination and compensation is not required.

When workers are hired under this contract, employers and employees have the right and duty to treat each other for the best benefit of working together. Employers are required to treat employees in accordance with several laws on labor protection. This is to ensure the safety of our children at work. Received wages, compensation and appropriate work collateral. Able to live in society at a certain level causing fairness to employees.

1.3.2 Hire of work contract

The hire of work is a contract whereby a person, called contractor, agrees to accomplish a definite work for another person, called employer, who agrees to pay him a remuneration of the result of the work and Tools or instruments which are necessary for the execution of the work are to be supplied by the contractor. (The Civil and Commercial Code Section 587-607). Nature of the hire of work contract

1) Focus on the success of the work the hiring aims at the success of the work that is important, that is, the contractor will have the freedom to complete the hired work in accordance with the nature, form, qualification, time and standard set by the employer. And when calculating compensation, the achievement of the agreed work is often used as a factor in determining the contractor's compensation.

2) Command power in a labor contract, the employer has absolute command power over the contractor, that is, the employer may assign other work to the contractor. Change the scope of duties and responsibilities of the contractor. Has the power to warn and discipline assigning the contractor to work on the date and time specified by the employer.

3) Type of person of the contractor In general, in the employment the contractor must be a natural person only. While in the employment of a contractor it can be both a natural person and a juristic person such as a company or registered partnership.

1.3.3 Employment of labor in the agricultural sector

Initially, it must be known that the agricultural work has a broad meaning according to the Ministerial Regulations.

“Agriculture” means work related to cultivation. Animal husbandry, forestry, salt fields And non-sea fisheries As provided Ministerial Regulation on Labor Protection in Agricultural Work, B.E. 2557 Article 2 Therefore, agricultural work in this sense can be divided into

Which from various types of agricultural production processes that causes no fixed term of employment and affect the system of employment and labor rights protection

Agricultural labor contracts are not legally enacted. Therefore, the provisions of the Civil and Commercial Code in Book III, Specific Contracts, Section 4, Title 6, and Hire of services (Employment) from Section 576 to Section 586 apply. In industries where consumer products are produced for distribution both domestically and internationally, they must be mass-produced. Need a lot of labor to enter the factory Therefore there is an expanded labor employment Until it demonstrated the need for law to support fair employment Which in Thailand has set a labor contract as a civil contract While in industrial-developed countries, the labor contract is very important because it involves employees, who make up the majority of the country, to enact specific or special laws as a labor code separate from the civil code, such as France.

But due to the nature of the agricultural sector, the nature of the land, water, weather, market demand, the production process is therefore uncertain. Most of the farmers are small farmers. Will use the

basic tools And used labor in the family Or hiring some other labor when unable to produce or harvest produce in time The employment of agricultural workers is not seasonal It is mostly informal employment. Working conditions do not comply with the principles established by law. There are differences with industrial employment where employers can set regulations regarding Working days and hours, rest days, leave days, and various job duties include the use of child labor in accordance with labor laws rather than hiring for agricultural workers. From the causes of the above problems, it is a study of the problem of protecting the rights of children in agricultural work.

2. Analyze the protection of the rights of child labor in agriculture in Thailand

The protection of child labor rights in Thailand has a number of practical problems.

1) The Definitions "Child Labor" Employment of Young Workers. Section 44. An Employer shall not employ a child under fifteen years of age as an Employee. And Section 44. An Employer shall not employ a child under fifteen years of age as an Employee. And Section 45. In the case of employment of a young worker under eighteen years of age, the Employer shall comply with the following: (1) notify a Labor Inspector regarding the employment of a young worker within fifteen days of the young worker commencing work.

Issues in this matter will affect the employment contract and protection of the rights to general labor and the use of agricultural labor. That results in practical use May cause the choice of virtue Being exploited and causing injustice Since there are other laws related to the use of child labor such as the Civil and Commercial Code, The Civil and Commercial Code. Has given the word meaning "a minor" A minor. PART 11 Capacity Section 19. - A person, on the completion of twenty years of age to be a minor and becomes sui juris. Section 20. - A minor becomes Sui juries upon marriage, provided that the marriage is performed in accordance with the provisions of Section 1448.

Section 1448 the marriage can be made only when the man and woman have completed their seventeenth year of age. But in case of having appropriate reason, the Court may give the leave to them being married reaching such age. The provisions under the Civil and Commercial Code have an effect on the labor contract that must have the ability to do legal acts, which when considering the age of the legislation is not unified in the implementation must consider separate guidelines. Following the law, the meaning of the Labor Protection Act should be defined more clearly.

2) Problems in contracting to hire child labor in the agricultural sector

Agricultural labor contracts are not legally enacted. Therefore, the provisions of the Civil and Commercial Code in Book III,

Specific Contracts, Title 6, Hire of services (Employment) from Section 576 to Section 586 shall apply by requiring the employer to treat employees in accordance with the rights and duties specified in the Civil and Commercial Code. The basic concept of the employment contract is derived from the basic concept of industrial development. Coupled with the nature of the agricultural sector is work that must be done according to the season, relying on nature there is uncertainty and short term of employment. Did not enter into a written labor contract. It will be a labor contract with an oral agreement. Causing the employment of workers to be an agreement to hire workers in bad faith It is an evasive law Causing the employment of workers to not be in the system Causing the employer to have an undue advantage over the employee Employees are not protected by the Labor Protection Act B.E. 2541 and the Ministerial Regulation on Labor Protection in Agriculture B.E. 2557.

Problems of Contract for Employment of Children in Agricultural Sector It was found to have difficulty using child labor under the age of 15 without a verbal employment agreement. Or make a written employment contract but children are allowed to work as directed by their parents or employers of the parents or relatives for their parents' work. Both have consent to work voluntarily from the child directly. And agree to follow the governing power May be paid a small amount or are not paid at all, and in the absence of consent from the child, forced or compulsory labor will occur.

As for the contract problem for the employment of children aged from fifteen to seventeen years in the agricultural sector or under the age of eighteen years, it was found that there was a similar labor contract problem. That is, there will be an oral agreement for a short period of time according to the season. Or having been hired for several periods of time, but lacked continuity is hiring informal workers Employers will avoid hiring workers in a manner that does not want to comply with the Labor Protection Act B.E. 2541 and the Ministerial Regulation on Labor Protection in Agriculture, B.E. 2557 as a violation

of the law. Causing children to not be protected in terms of safety, occupational health and working environment they have negative effects on physical and mental conditions and lack opportunities for development with age.

3) Problems on the protection of the rights of child labor in agriculture

This issue arises from the unclear the use of child labor. Child labor contract Affecting the protection of the rights of child labor in agriculture When a labor contract that avoids any law or an exploitative agreement occurs, employees and workers have no negotiation with an employer who has more economic power than the employee. Causing employees to not be protected in various fields In accordance with the Labor Protection Act B.E. 2541 and the Ministerial Regulation on the Protection of Labor in Agriculture, B.E. 2557 In addition, the government has not seriously examined the conditions of employment in the agricultural sector. This causes agricultural workers to move their workers to work in the industrial agriculture sector in order to enjoy the right to continuity of protection in employment. Receive compensation and benefits and have a more stable life.

3. Conclusion and Recommendations

Not clear, causing problems in the interpretation of the law. There is a gap in the law, causing employers to contract workers to exploit.

Currently, the use of child labor in agriculture in Thailand has many problems. But in this article only part of the problem the definition of child labor laws is not clear, causing problems in the interpretation of the law. There is a gap in the law, causing employers to contract workers to exploit young workers. Affect law enforcement to protect the rights of children.

For the problem of contracting labor under the Civil and Commercial Code, which has the basic concept of the industrial sector with working conditions that differ from those of the agricultural sector. In conjunction with the law on labor contracts as provided for a long time, causing inconsistent with the economic, social, political situation and government policies Therefore, there should be amendments to the provisions of child labor contract in agriculture especially. It is divided into categories into definitions, types of work related to cultivation. Animal husbandry, forestry, salt fields And non-sea fisheries Contract for employment of Thai and foreign child labor Is a contract for hiring labor in each type of agricultural sector Specific consent for the use of child labor Operating procedures in the same law

As for the protection of the rights of child labor in the agricultural sector it is a problem due to labor contract, so when the conditions, criteria for the type of labor contract in the agricultural sector already the author recommends that legislation on the protection of general labor rights. Child labor in agriculture Type of work and place of work Children are prohibited from making wages, overtime pay, holiday pay. In the same provisions as the labor contract by separating the categories of the same version In addition, I would like to offer guidance on agencies involved in child labor testing to seriously inspect and report on the progress of child labor in agriculture. This is for the development of the country with a focus on agricultural workers. Encourage children and young people to have positive attitudes and an interest in agriculture to continue to provide food security for people around the world.

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