

-Translation-



Announcement of the University Human Resources Management Committee Subject: Human Resources Management of University Foreign Employees B.E. 2568

In order to ensure the effective management of university, personnel classified as foreign employees, it is considered necessary to revise the relevant regulations governing such personnel.

By virtue of the powers vested in Clause 11 (4) and Clause 11 (5) of the Thaksin University Regulations on Human Resources Management, B.E. 2567, the University Human Resources Management Committee, at its Meeting No. 4/2568 convened on the April 24, B.E. 2568, has passed a resolution to issue the following Announcement:

Clause 1: This Announcement shall be cited as the “Announcement of the University Human Resources Management Committee Subjected Human Resources Management of University Foreign Employees, B.E. 2568.

Clause 2: This Announcement shall come into force on the day following the date of its publication.

Clause 3: The Announcement of the Human Resources Policy Committee in Regulations for the Hiring of University Foreign Employees, B.E. 2566, is hereby repealed.

Any announcements, resolutions, or provisions that are prescribed herein or are contrary to or inconsistent with this Announcement shall be superseded by this Announcement.

Clause 4: For the purposes of this Announcement:

“University” refers to Thaksin University.

“President” refers to the President of Thaksin University.

"University Human Resources Management Committee" refers to the University Human Resources Management Committee as outlined in the Thaksin University Regulations on Human Resources Management."

"University Foreign Employees" refers to individuals who do not hold Thai nationality, and are employed by the university under an appointment or contract, receiving compensation or remuneration from the university's budget, except for volunteer teachers under the cooperation program between the Center for Language Education and Cooperation (CLEC) of the Ministry of Education of China and the Ministry of Higher Education, Science, Research, and Innovation of Thailand, or other similar programs.

Clause 5: The President shall be responsible for ensuring compliance with this Announcement and shall have the authority to make decisions or provide interpretations in the event of any issues arising in the implementation hereof. The decision of the President shall be final.

Chapter 1

General Regulations for University Foreign Employees

Clause 6: General Qualifications and Prohibited Characteristics of University Foreign Employees

Individuals who are to be employed as university foreign employees must meet the general qualifications and not possess any prohibited characteristics as defined for university staff.

Clause 7: Positions and Specific Qualifications for University Foreign Employees

The positions of university foreign employees shall be designated using the position titles prescribed for university personnel in the academic category, faculty track.

Individuals to be employed as university foreign employees for any position must possess the specific qualifications required for such position, as prescribed in the position standards applicable to university personnel in the academic category.

Clause 8: University foreign employees must enter into an employment contract for a term not exceeding two academic years. The contract shall remain valid until the last day of the academic year in which the employment order is issued.

Clause 9: University foreign employees who meet the required annual performance evaluation criteria and are reappointed for the subsequent academic year shall be

entitled to a salary increase or special allowance in accordance with the results of their performance evaluation.

The criteria for salary increase and special allowances for university foreign employees shall be in accordance with the provisions set forth in this announcement.

Clause 10: The employment of university foreign employees who serve as volunteer teachers under the cooperation program between the Center for Language Education and Cooperation (CLEC) of the Ministry of Education of the People’s Republic of China and the Ministry of Higher Education, Science, Research and Innovation of Thailand, or under any other similar programs, shall be in accordance with the regulations stipulated by the respective cooperation program.

Chapter 2

Recruitment and Selection of University Foreign Employees

Clause 11: The recruitment and selection of university foreign employees shall be carried out through a competitive examination process. Individuals to be employed as university foreign employees must meet the educational qualifications, specific requirements, and relevant experience as specified by the university or the relevant department.

Clause 12: The recruitment and selection of university foreign employees shall include assessments to determine suitability for the position and/or tests to evaluate the necessary skills required for the job as specified by the relevant department.

Clause 13: A selection committee for the recruitment of foreign employees at the university shall be established and appointed by the President or a person authorized by the President. The committee shall be responsible for selecting qualified candidates based on an evaluation of the candidates’ personal background, experience, knowledge, skills, and competencies relevant to the position.

The composition of the committee shall be as follows:

- | | |
|---|-------------|
| (1) Head of the Affiliated Department | Chairperson |
| (2) One of Deputy Heads of the Affiliated Department | Member |
| (3) Head of Affiliated Department of Program | Member |
| (4) Up to two qualified experts, appointed by the Chairperson | Member(s) |
| (5) Head of the Office of the Affiliated Department | Secretary |

Clause 14: The Division of Human Resources Management shall submit the list of selected candidates to the President for consideration and approval of employment, as proposed by the selection committee for the recruitment of university foreign employees.

Chapter 3

Salary Rates, Salary Increments, and Special Allowances

Clause 15: The starting salary rate and the minimum and maximum salary scales for university foreign employees shall be in accordance with the Thaksin University Announcement on the starting salary rate and salary scales for foreign employees of the university, or as amendments thereto.

Clause 16: University foreign employees are employed under a contract exceeding one year, or who are considered for reemployment in the subsequent academic year and are eligible for a salary increase or special allowance, shall be entitled to a salary increase based on the results of the annual performance evaluation, at a rate not exceeding three percent (3%).

Clause 17: The salary increase for university foreign employees shall be calculated based on the median value; however, such increase shall not exceed the maximum salary rate as prescribed in the minimum and maximum salary scale for Foreign Employees of the University. In the event of a contract renewal, the adjusted salary rate shall constitute the base salary for employment in the subsequent academic year.

Clause 18: The qualifications for university foreign employees eligible for salary increases and special allowances shall be as follows:

- (1) The employee has an annual performance evaluation of at least 'excellent.'
- (2) The employee has worked in their regular duties or other assigned tasks for no less than 8 months and has been considered for reappointment in the following academic year.
- (3) The employee has not been subject to disciplinary punishment, ethical punishment, or a court conviction in a criminal case related to their work or any offense that harms the dignity of their position, provided that the offense is not one of negligence or a minor offense.
- (4) The employee has consistently dedicated time to their work without unnecessary absences, except for circumstances beyond their control.
- (5) The employee has not exceeded their leave entitlement.

Clause 19: University foreign employees who have reached the maximum salary rate are entitled to receive a special allowance based on their annual performance evaluation at the rate specified in Section 16 under the following conditions:

(1) In cases where the salary has reached the maximum, the employee will receive a special allowance at the rate determined by their annual performance evaluation.

(2) In cases where the salary is approaching the maximum, if the salary increase from the performance evaluation exceeds the maximum salary, the salary will be adjusted to the maximum first, and any excess will be paid as a special allowance.

The special allowance is not considered part of the employee's salary.

Chapter 4

Employment Contracts and the Formation of Employment Contracts

Clause 20: Categories of Employment Contracts

The employment contracts for foreign employees of the university are classified as follows:

(1) Short-Term Contract: A contract lasting up to one academic year.

(2) Two-Year Contract: A contract lasting two academic years

Clause 21: Formation of Employment Contracts

University foreign employees shall use the contract template provided at the end of this announcement for their employment agreements. For existing foreign employees whose employment is continuous, the contract duration may be extended by an addendum to the original agreement, rather than creating a new contract.

Chapter 5

Welfare and Benefits

Clause 22: University foreign employees may be entitled to welfare and benefits provided by the university or the relevant department, as follows:

(1) Group health insurance benefits

(2) Annual health check-up benefits

- (3) Financial assistance or loans according to the criteria of the university's welfare fund
- (4) Flexible benefits as determined by the relevant department
- (5) Housing allowance for rent at a flat rate of 8,000 Baht per month

Clause 23: University foreign employees shall be entitled to paid leave as follows:

- (1) Sick leave: Up to 15 working days, except in the first year of employment, where sick leave is limited to 10 working days.
- (2) Personal leave: Up to 10 working days.
- (3) Vacation leave: Up to 10 working days, provided that, in the first year of employment, the employee has completed at least 6 months of service.
- (4) Maternity leave: Up to 98 working days, with an additional entitlement to personal leave for childcare for up to 30 working days without salary during the leave period.
- (5) Paternity leave: Up to 15 working days to assist the wife with childbirth.

Chapter 6

Annual Performance Evaluation

Clause 24: Evaluation Period

University foreign employees must undergo an annual performance evaluation once per academic year. The evaluation will be based on the performance report covering the period from June 1 to May 31 of the following year.

Clause 25: Criteria and Evaluation Methods

The annual performance evaluation of university foreign employees shall be conducted in accordance with the criteria and methods established by the University's Human Resources Management Committee.

Clause 26: Evaluation Levels

The evaluation levels are determined based on the total score as follows:

- (1) A score from 90 to 100 : Excellent
- (2) A score from 80 to 89.99 : Very Good
- (3) A score from 70 to 79.99 : Good
- (4) A score from 60 to 69.99 : Satisfactory
- (5) A score below 60 : Requires Improvement

Clause 27: University foreign employees who are to be considered for contract renewal in the following academic year must have an annual performance evaluation result not lower than the "Good" level, except for the foreign employees who have worked for less than 4 months.

Chapter 7

Development of University Foreign Employees

Clause 28: Relevant departments shall organize the development of University Foreign Employees as necessary and appropriate, with the aim of enhancing their knowledge, skills, attitudes, ethics, morality, and work efficiency, as well as strengthening their capacity to perform duties and responsibilities in accordance with their respective positions. Such development shall take into account the needs, appropriateness, and required competencies of each position. The development of university foreign employees, as outlined in the first paragraph, should consider the competencies of foreign employees. Furthermore, there should be supervision and evaluation of the performance of foreign employees following the development process.

Chapter 8

Working Hours and Holidays

Clause 29: The working hours, weekly holidays, public holidays, traditional holidays, and any other holidays within each calendar year for University Foreign Employees shall be in accordance with the regulations applicable to university personnel, as stipulated in the official announcements of the University.

Chapter 9

Discipline and Disciplinary Procedures

Clause 30: University foreign employees must uphold discipline and ethics in accordance with the applicable laws, regulations, rules, and official announcements of the University. Matters relating to discipline, disciplinary actions, disciplinary procedures, ethics, and good governance shall be governed by the University's regulations on discipline and disciplinary procedures, as well as the regulations on ethics and good governance.

Chapter 10

Appeals and Grievance Procedures

Clause 31: The appeals and grievances of university foreign employees shall be governed by the University's regulations on appeals and grievance procedures.

Chapter 11

Termination of Employment for University Foreign Employees

Clause 32: University foreign employees shall be deemed terminated from employment under the following circumstances:

- (1) Pass away
- (2) Resignation
- (3) Disqualification or possession of prohibited attributes as specified in this announcement
- (4) Dismissal due to serious disciplinary action in accordance with university regulations
- (5) Termination due to lack of work efficiency
- (6) Dismissal from employment as a university foreign employee
- (7) Expiration of the employment contract without renewal
- (8) Reaching the age of retirement

Clause 33: Provisions concerning resignation, permission to resign, and prevention of resignation shall apply mutatis mutandis in accordance with the criteria and procedures applicable to university personnel.

Clause 34: The dismissal from employment under Section 32 (6) shall be carried out mutatis mutandis in accordance with the criteria and procedures applicable to university personnel.

Transitional Provision

Clause 35: The provisions concerning the annual salary increment for University Foreign Employees under this Announcement shall take effect for the first time with respect to the annual performance evaluation cycle covering the period from June 1, B.E. 2568 to May 31, B.E. 2569.

Announced on May 2, B.E. 2568

- Signed -

(Associate Professor Dr. Nathapong Chitniratna)

President of Thaksin University

Chairperson of the University Human Resources Management Committee



Thaksin University
Employment Contract for
University Foreign Employees

For Staff Only

Contract No./25.....
 University Foreign Employee ID:
 Employment Contract Period:

Contract made on the date of month year..... at Thaksin University, between Thaksin University represented by, position authorized by the Thaksin University Order dated which shall hereinafter be referred to as "the University," on one part, and aged years, nationality....., residing at..... postal code, passport number hereinafter referred to as "the University Foreign Employee," on the other part, with the following agreements:

Clause 1: The University agrees to employ the University Foreign Employee on a probationary basis, and the University Foreign Employee agrees to work as a university employee in the category of field positionaffiliated withfor a period of..... year..... months, starting from the date of month year as the commencement date of the probationary work, until the date of month year..... which is the end date of the probationary contract.

Upon the expiration of the initial term of the employment contract, any renewal thereof shall be in accordance with the regulations prescribed by the University Human Resources Management Committee. In the event that the University elects to continue employing the employee, and the employee consents to continue service without executing a new contract, such continuation shall be deemed a mutual agreement by both parties to extend the employment under the existing terms and conditions of the current contract.

Clause 2: The University Employee will receive a starting salary of Baht (.....)

The University shall pay the salary as specified above to the university foreign employee on a monthly basis, on or before the last working day of each month. The University shall deduct withholding tax, social security contributions, and any other deductions as required by law or as otherwise applicable to the university foreign employee.

Clause 3: The university employee shall be entitled to receive a salary and other compensation, including benefits and privileges, in accordance with the rules, regulations, announcements, orders, or other provisions issued by the University.

Clause 4: During the probationary period, the university foreign employee shall consent to the University’s authority to transfer or reassign the position, duties,

responsibilities, workload, department, or work location, as deemed appropriate or in accordance with the objectives or policies of the University.

Clause 5: The University Employee agrees to comply with the regulations of Thaksin University regarding personnel management, as well as all applicable laws, regulations, announcements, or other orders of the University and the relevant departments, both in force on the date of this contract and those that may be amended, revised, or enacted in the future, strictly. It shall be deemed that these regulations, rules, announcements, or orders are part of this contract.

Clause 6: This contract shall terminate when:

1. The duration of the probationary contract ends.
2. The University Employee passes away.
3. The University Employee resigns from the probationary contract with at least 30 days' written notice to the University.
4. The University Employee loses qualifications or has disqualifying characteristics according to the regulations of Thaksin University regarding personnel management.
5. The University terminates the probationary contract due to the University Employee failing the performance evaluation.
6. The University Employee is ordered to be dismissed according to the regulations of Thaksin University regarding personnel management.
7. Dismissed from employment under Thaksin University's Regulations on Personnel Administration.

Clause 7: In the event of any issues regarding the implementation of this contract, the University Employee agrees to comply with the decisions of the Human Resource Policy Committee, the University Human Resource Management Committee, and the University Council, as applicable.

Clause 8: The University Employee is required to maintain the confidentiality of the University's information and exercise caution in safeguarding any non-public information. They must not exploit their positions to access or use internal data or significant information obtained during their employment for personal gain or disclose such information to external parties for personal or related interests. Such actions could diminish the University's interests or lead to conflicts of interest.

Clause 9: The parties agree that any annexes to this contract, including the Assignment Sheet signed by both parties under this agreement or any future amendments thereof, shall form an integral part of this contract.

This contract is executed in two copies with identical content. The contracting parties have read and fully understood it, and have signed it as evidence.

Signature University
(.....)

Signature University Employee
(.....)

Signature Witness
(.....)