

# Payap University Work Regulations

## **Regarding Supervision of Work and Compensation for Employees 2551**

In order to comply with Section 23, paragraph 2 of the 2546 legal regulations regarding private institutions of higher education and 2549 laws regarding supervision and compensation for employees in private institutions of higher education,

Under the authority granted in section 34 (2) and (19) of the 2546 legal regulations regarding private institutions of higher education as revised in document 2, 2550

Payap University hereby enacts the following regulations:

Item 1: This set of regulations is entitled, “Payap University 2551 Work Regulations Regarding Supervision of Work and Compensation for Employees”

Item 2: These regulations shall be in effect as of the day after they are announced.

Item 3: These regulations shall replace all previous regulations, rules and announcements, or administrative directives that have been promulgated.

Item 4: Definitions:

“University” means Payap University

“Board of the University” means the Board of Trustees of Payap University

“Employee” means installed faculty and staff at all levels who receive compensation from the university

“Supervisory Committee” means the committee overseeing the work of the university

“Duties” means instructional duties, oversight of students, production of examinations, proctoring examinations, evaluation of examinations or other responsibilities as assigned by the university

“Instructional Duties” means the number of hours of employment, together with time spent preparing instructional activities or on research for teaching as stipulated for faculty members

“Academic Year” means the time that the university announces that there shall be teaching and learning

“Salary” means the money in the contractual agreement which the university will pay the employee per day, per week, per month, or per other set amounts of time, or payment based on production accomplished, including money which the university pays the employee on the final day of work, the day of resignation or whatever other time the employee has the right to receive it according to these regulations.

Item 5: The President shall have the authority to administer and has the right to adjudicate to insure that practices will be consistent with these regulations.

## **Section 1**

### **Supervision of Work**

Item 6: An employment contract shall be a document signed by the university and the employee, in the form stipulated by the Board of Trustees, with each party having a copy.

Item 7: The university shall register employees in the form in Thai which the university stipulates, which shall be available for official inspection; and the names of employees shall be added [to the official roster] within fifteen days after the employee is hired.

Items to be included are the following:

- (1) Name and surname, as well as citizenship card or passport number
- (2) Sex
- (3) Ethnicity
- (4) Date of birth
- (5) Current address
- (6) Academic degrees and employment background
- (7) Day and date of employment
- (8) Job title and academic or professional rank for which the person is employed
- (9) Salary

In the case that there are changes the university shall modify the employee registration within fifteen days of the change, or within fifteen days from the time that the employee notifies the university of the change.

Item 8: The university may add conditions to the contract stipulating that the employment is provisional [on a trial basis] for a period not to exceed one year.

In the event that the university has hired an employee provisionally, should the university determine that the employee has not passed the trial and does not wish to register the employee, the university shall notify the employee of the evaluation and of the termination of the contract not less than fifteen days in advance.

Item 9: The university will not call for employees to be bonded or to deposit funds as sureties against loss or damage except in cases in which the employee will be handling finances or assets of the university, in which cases the university will consider what bonding or assurances may be appropriate and will stipulate in what form the guarantees shall be made or kept following procedures established by the Board of Trustees.

In the event that an employee is dismissed who has guarantees on deposit the university shall return the entire amount that has been deposited without payment of interest within seven days beginning with the day of termination of the employment, except in cases in which the university dismisses the employment according to procedures outlined in item 21 (1) (2) or (3). The university shall then deduct from the bond to compensate the university for losses incurred as a result of the employee. If there is residue in the guarantee the money will be returned to the former employee. But if the guarantee or bond is insufficient to cover losses the former employee will pay additional funds to make up the difference.

Item 10: The university shall engage in no unfair practices with employees.

Item 11: The days and times for work apply generally to the university. From Monday through Saturday from 8 a.m. to 5 p.m. with a one hour break from 12 noon to 1 p.m. Not counting the mid-day break there are eight work hours a day, or the total time for work should not be greater than 48 hours per week. The university will not necessarily follow the government's announcements about holidays.

In cases where the work must be continuous in order to be completed or in which it cannot be accommodated in the eight-hour days, the university may stipulate a different work schedule, or the employee may request one, which does not exceed forty-eight hours per week, and the days may not be set forth in advance.

Item 12: On a work day the university will require an employee rest for an hour after working a maximum of five hours continuously.

Item 13: Sundays are normally days off. There may be exceptions to this policy when it is to the advantage of the university, in which case another day off will be designated.

Item 14: The university may announce that traditional holidays as stipulated by the government will be days off, and may have a Songkran traditional holiday [April 13-15] as vacation days, as well as two weeks off at Christmas, which is a Payap University tradition.

Item 15: During an academic year as the university stipulates, an employee is entitled to the following days off with pay:

- (1) Not more than 10 days off for [personal] necessities; the request must be made in advance each time, unless that is an impossibility, in which case the report must be filed at the earliest opportunity.
- (2) As many sick days as are actually necessary; the request must be made on the first day off or the first day it is possible to report the need or on the first day back at work. If the sick days are more than three in a row a physicians report from a first class medical facility is required. If the amount of sick leave exceeds thirty days the employee may take additional time off without pay. In the event that the employee is injured or incapacitated as a result of a job that the university has authorized the employee to do time off will not be counted until the recovery is complete.
- (3) Time off for [surgical birth control] as prescribed by a physician in a first class health care facility, by requesting the time as feasible in advance.
- (4) Maternity leave may be granted not to exceed 90 days with full pay from the university for not more than 45 days and 45 days pay from the Social Welfare Department. If the compensation from the Social Welfare Department is less than the employee's pay at Payap University the employee will be compensated by the university for the difference.
- (5) Time off for essential Christian activities, time off to be ordained [to enter a Buddhist monastery] or to participate in an Islamic Haj may not be for more than 120 days. The employee must have been employed by the university for a continuous period of at least three years and not have requested time off for such an activity before. The request for this time off must be made at least 90 days in advance. If the university is unable to find a substitute for the

employee, the university may consider postponing the time off until the following year.

- (6) Time off for military service to take military preparedness examinations or to practice a military course may be taken as needed, but not to exceed sixty days.
- (7) Time off as determined by the university for workshops or [field] practice.
- (8) Other time off than is covered in paragraphs 1 to 7 shall be as designated by the Board of Trustees. Rights to time off are specifically designated according to the case and circumstances and time off to complete the full amount of allowable time off is not permitted. If an employee takes more time off than is stipulated salary will not be paid for the additional time off.

Item 16: In cases in which a woman is pregnant or miscarries, if the employee presents a letter from a physician in a first class medical facility, the employee may request a temporary change of duties to responsibilities that are more appropriate.

Item 17: An employee who is not an instructor has the right to request annual vacation time in advance or with the consent of the employee's supervisor, as stipulated by the university, to an extent of not less than six days. If the employee is unable to take vacation days off because of the work which the university has required the employee may request monetary compensation as if being hired for those days as stipulated in Item 42, except in such cases as the university and the employee may agree to combine the vacation days for one year with those of the following year.

Faculty members have the right to take vacation during breaks between terms as the Board of Trustees determines.

Item 18: The university stipulates that a full teaching load is fifteen hours per week.

One classroom hour is equivalent to two work hours as stipulated in Item 11.

If the university assigns an instructor to more than fifteen hours of classroom instruction per week the university will compensate the instructor according to the regulations set forth by the university without additional pay as stipulated in Item 42.

In cases in which a faculty member assumes administrative duties the university will calculate the weight of those duties as compared to instructional duties according to a scale set by the Board of Trustees.

Item 19: A contract between an employee and the university may be terminated on the following bases:

- (1) the employee dies
- (2) the employee resigns
- (3) the employee is terminated as an instructor according to the law regulating private institutions of higher education
- (4) the employee completes a trial employment period but does not pass the evaluation at the standard set by the university, and is discharged as stipulated in Item 8
- (5) the university ends the contract
- (6) the university ends the activity [for which the employee was hired]
- (7) the Ministry withdraws the university's certification

Item 20: When the university ends an employee's contract, ends the activity, or the Ministry withdraws the university's certification and the university is unable to

continue the employment of the person, the university will provide compensation according to the following guidelines:

- (1) an employee who has worked for at least 120 days but less than one year is entitled to pay equal to 30 days at the rate of the last month before termination
- (2) employees who have worked continuously for one to three years are entitled to pay equal to ninety days at the rate of the last month before termination
- (3) employees who have worked continuously for three to six years are entitled to pay equal to 180 days at the rate of the last month before termination
- (4) employees who have worked continuously for six to ten years are entitled to pay equal to 220 days at the rate of the last month before termination
- (5) employees who have worked continuously for more than ten years are entitled to 300 days at the rate of the last month before termination

This does not apply to employees with specific periods of agreed employment. Those are cases in which the employment was for a specific project and not regular work of the university, which have stipulated starting and completion dates, or which are not longer than two years duration as set forth in the contract from the beginning.

Item 21: The university will not offer compensation for employees terminated for the following reasons:

- (1) A felony with intent against the university.
- (2) Intent to injure the university.
- (3) Unintentional serious damage to the university.
- (4) Failure to perform as required by rules, regulations, requirements, directives, ethics or orders established by law as rules of the university, after being admonished in writing on the same matter not more than one year previously; in cases where the university experiences serious damage it is not necessary to have issued prior admonitions.
- (5) Absence from work for three consecutive days no matter where there are accumulated days off or not, without sufficient cause.
- (6) Sentenced to jail after all appeals were rejected; except in cases when the offense was done unintentionally.
- (7) Un-cooperation, objection to or refusing to obey orders of supervisors or of officials with responsibilities as established by law.

Item 22: Authorities, heads of units, supervisors or performance evaluators shall not engage in any practices which are unjust or excessive, stalking [harassment], or which sexually harass employees.

Faculty members and employees covered by these regulations shall not exercise excessive influence, stalking, or sexually harass students or co-workers for their own advantage.

Infractions of either of these provisions shall be deemed as intending to damage the university.

Item 23: Announcement of the termination of a contract without terminal compensation as outlined in item 21:

Payap University will base such decisions on an evaluation of the facts according to set criteria and in accordance with the procedures which the university has established based on credible evidence that the person has committed the infraction. These reasons shall be stated in the letter of dismissal.

In any case in which an employee is dismissed pursuant to item 21 the employee has the right to appeal to the supervisory committee within 30 days of receiving the letter of dismissal.

The removal of the president or a faculty member of the university shall be according to the procedures set by the Board of the University.

In the event that an investigation into the malfeasance of an employee is undertaken and it appears that the continuation of that employee in his or her role could result in further harm to the institution, the employee may be suspended for up to 7 days until the investigation is completed, and the employee is entitled to receive not less than half the previous salary for that period of time.

If the investigation determines that the employee who was suspended has not committed an offense the university will compensate the employee with the full amount of the salary due with 15% interest (based on an annual rate).

Item 24: Termination of a contract that had no set date.

The university will inform the partner in advance or as of that date about the amount of compensation to be paid for a period in addition to the period already compensated, with the exception of those whose contracts are terminated pursuant to item 19 (4) about which the university has already provided information about the results of the evaluation [on which the decision was based].

Those who are terminated as outlined in paragraph one will be compensated for the set period but the employee may be relieved of work immediately.

Item 25: In the event that the university relocates the employee or has the employee undertake work at a new location which could have an effect on the life of the employee or the employee's family the university shall inform the employee of the impending move at least 30 days in advance. If the employee does not wish to move or to undertake the new responsibilities which the university has assigned the employee has the right to cancel his or her contract, and has the right to receive special compensation of not less than 50% of the amount set for such compensation in item 20.

In cases in which the university has not informed the employee in advance of the relocation or change as outlined in paragraph one the university will pay compensation in the amount of one full month's salary.

Item 26: The university will oversee the safety, health and environment of the workplace by providing sufficient buildings, adequate light, fire escapes or emergency exits, fire alarms and fire extinguishers, a hygienic system of garbage disposal, and will maintain the restrooms and lavatories in healthy condition in accordance with the standards set by the university and by law.

The university will provide health checkups for the employees as would be pertinent to the work they are undertaking.

Item 27: An employee has the right to seek redress regarding circumstances of employment covered by these regulations [i.e. to file a grievance]. The request shall be in writing to the supervisory committee, and shall include the name and surname, job title, address in which the employee may be contacted and a description of the circumstances for which redress is being sought, together with the facts or behaviors and causes for which the redress is requested, and the letter must be signed.

Item 28: The Board of the University will appoint members of the supervisory committee. The committee will consist of the following:

- (1) Chair of the committee, which the Board will designate by action from among those who have the qualifications
- (2) 3 qualified persons from outside the university who have knowledge, ability in law, education or experience in personnel administration
- (3) One person to represent the administration of the university
- (4) Two qualified persons from within the university chosen by the employees
- (5) One person who is a member of the staff

The president shall designate a person to serve as secretary and may appoint an assistant secretary.

The committee shall be appointed for a term of four years, but may be reappointed for additional terms.

In the event that a position on the committee is vacant before the end of the term the Board of the University shall appoint a person with the same qualifications as had the previous member to fill the unexpired (remainder) of the term.

Item 29: The president and members of the committee and the qualifications outlined in item 28 (2) and (4) must have qualifications and must not have the following characteristics:

(A) Qualifications

- (1) Thai citizens
- (2) At least 35 years old
- (3) Be of recognized reputation and ethics

(B) Disqualifications

- (1) Disreputable
- (2) Unqualified or apparently unqualified
- (3) Sentenced to jail whether the sentence was suspended or not; except for cases which were misdemeanors or were dismissed
- (4) A history of breaches of professional ethics

Item 30: Aside from completing the designated terms members of the committee will be relieved for the following reasons:

- (1) Death
- (2) Resignation
- (3) Disqualification or other reasons outlined in item 28

Item 31: The supervisory committee has the following duties:

- (1) To decide cases of malfeasance as covered in item 23, paragraph two, and requests for redress as covered in item 27 of employees covered by these regulations, and to report the findings and courses of action to the Board of Trustees of the university and to the Commission on Higher Education [of the Ministry of Education].
- (2) To call for documents or persons to testify in order to prosecute the case of malfeasance or the request for redress.
- (3) To appoint particular specialists to investigate and proceed with the matter within the purview of the committee, as may be agreeable, and to be compensated by the university.

Item 32: Meetings of the supervisory committee:

The chair shall call the meetings. If the chair does not call the meeting then the meeting may be called by not less than three members of the committee.

There must be members present at any meeting who have been appointed as outlined by item 28 (2) or (5), not including the chair, and a quorum of the committee in order to conduct business shall be at least half of the members of the committee. In the event that the chair is not present or does not carry out the duties, the members present shall select a person with the qualifications outlined in item 28 (2) or a staff member as outlined in item 28 (5) to be the chair of the meeting.

Decisions of the committee shall be by a majority, with each member of the committee having one vote; in cases of a tie vote the chair shall cast a vote to break the tie.

Item 33: The person charged or seeking redress has the right to object to a member of the committee if the member has some involvement with the principal [the person charged or seeking redress]: has been angry with the principal, is a spouse, parent, or a sibling or beneficiary [or heir/or apparent successor] or relative of families of the principal; the objection should be sent in writing with the relevant facts to the President of the Board of Trustees within 7 days of the charges or the request for redress being made.

Item 34: When the supervisory committee receives the [documents] of charges or request for redress it shall proceed as follows:

- (1) It shall inform the university and provide copies of documents of the charges or request to the university so that the university may provide facts pertaining to the issue to the committee, together with documents, within 10 days of receiving the information. If the university has need of additional time to compile the documents and make its response the committee can extend the time for up to 10 more days.
- (2) When the committee has received the evidence from the university the committee shall supply copies of the documentation to the person charged or requesting redress, so they might supply additional evidence to clarify matters, within 7 days.
- (3) When the times designated in (1) and (2) have passed the committee must proceed quickly to meet to consider ways to alleviate the issues of disagreement, possibly having the university and the person charged or seeking redress provide additional [verbal] arguments and evidence.
- (4) When the committee has arrived at a way to alleviate the situation justly it shall inform the two disputants. The committee shall invite those involved on the two sides to receive the committee's suggestions and to arrive at a settlement to the dispute by signing a document with witnesses.
- (5) In the event that a settlement cannot be agreed upon as outlined in the above paragraph (4) the committee shall arrive at a verdict and inform the two sides within 60 days of the day the charge or request for redress were received. If one side or the other is dissatisfied with the verdict of the committee they have the right to press charges in the Labor Court within 90 days of receiving the verdict [of the committee].

Item 35: In the event that an employee gives assistance or follows orders of an official in accordance with law or charges another person or requests redress from the provisions of these regulations the university will not use that as a reason to terminate

their contract, nor move them to a new position or take any other action which might prevent the employee from performing their job.

Item 36: During the consideration of charges or of requests for redress by the supervisory committee, it is forbidden for any employee to tempt, cajole, to encourage or to support any other employee or student to do anything to support or prevent any disputant to cease prosecution or drop charges or to withdraw from study.

Action proscribed in the first paragraph shall be considered as intent to do harm to the reputation of the university.

## **Section 2 Compensation Benefits**

Item 37: The university will set salaries and benefits in accordance with the law governing private institutions of higher education or the regulations of the university, and will inform employees. In any case the rates of salary and compensation shall not be lower than those required by labor laws.

Item 38: The university will pay salaries or benefits to employees of the university as specified in the employee's contracts at least once a month on a date each month established by the university, no later than the last day of the month.

In cases in which an employee is terminated the university shall pay salaries, [including] compensation for vacation days and holidays for which the employee is entitled to be paid as stipulated or as agreed, within 3 days of termination.

Item 39: In cases in which the employee has received permission to pursue further education and has thus achieved a higher rank the university shall record the higher rank in the employee's record and will increase the employee's salary as of the date on which the employee informs the university of the higher rank, except in such cases as the salary already exceeds the level set for that rank, in accordance with the regulations, principles and procedures set by the university.

Item 40: In the payment of salaries and monetary compensation of employees, the university will design a receipt to be signed by the person being paid, with the exception of those employees who are paid by having money deposited in their accounts in the Siam Commercial Bank or other monetary institution, in which cases the deposit slips shall be considered sufficient evidence of payment.

The document which the university provides as evidence of payment shall include the name of the employee and the work for which the employee is being paid, the amount of employee's compensation and the deductions as provided in item 41 (below).

The university will retain these payment documents for a period of two years from the date the payment is made, except in cases in which the employee is charged or files a grievance or takes a case to court, in which cases the university shall retain the payment vouchers until the case is settled.

Item 41: Salaries and benefits paid by the university under these conditions and requirements are the employee's livelihood. The university will pay these amounts in full without making any deductions except as follows:

- (1) Payment of income tax for which the employee is responsible to the government or to pay other fees as determined by law or ordered by the court.
- (2) Payment to credit unions or other similar savings institutions for accrual of retirement funds or for other purposes as requested in advance by the employee.
- (3) Payment of sureties as provided in item 9 at the request of the employee.
- (4) Remission for losses incurred by the university as a result of the employee's recklessness or serious malevolent intent, after the facts have been investigated and a verdict arrived at agreed to by the employee.

In instances of deductions covered by (2), (3) and (4) for each instance the deduction shall not be more than 10% or the total of the deductions not more than one fifth of the monthly compensation of the employee, with the exceptions that the employee requests it or in cases of punishment for habitual [infraction].

Item 42: The university may assign an employee to work outside the hours of employment, during a holiday, or weekend with the consent of the employee. In such cases the compensation will be as follows:

- (1) For work before or after designated work hours in excess of 48 hours as covered in item 11, paragraph 2, the employee will be paid not less than time and a half based on the number of hours [of overtime] worked.
- (2) For work on university holidays or on the employee's weekly days off the employee will be paid double time for the additional hours [of overtime], with the exception of employees who do not have the right to be compensated extra for overtime.
- (3) For work done on holidays or the employee's days off done before or after the designated normal hours for work the employee will be paid triple time based on the number of such hours worked.

To figure the employee's hourly compensation divide the salary by 30 and by the number of hours in the normal work day.

Those who work as president, vice president, or who have administrative titles which entitle them to supplemental pay are not entitled to overtime compensation.

Item 43: In the event that an employee does not receive compensation as per item 9, paragraph 2, or salary, hourly pay, pay for working on days off, supplemental payment, and special supplemental payment within the time allotted for receiving such payment, the employee is entitled to request the payment with interest at a rate of 15% per annum.

In the event that the university does not provide compensation as stipulated in the paragraph above without just cause, after 7 days from the date payment is due the university must pay the employee an additional 15% for the amount remaining to be paid every 7 days.

In the event that the university is ready to pay in accordance with paragraphs 1 or 2, but the employee refuses such payment the university will make the payment to a official designated by law for private institutions of higher education to pay the employee, without the payment of any additional interest beginning on the date such transfer [to the legal official] is made [by the university].

Item 44: The university can appoint an employee to work away from the employee's regular work place from time to time.

The university will compensate the employee for that work by paying transportation, or housing, or food, or other expenses as set by the university.

Item 45: The university will underwrite and give opportunities for employees to attend workshops or academic meetings related to the department, which would be of direct benefit to the work in developing knowledge and providing experiences, as the university determines to be appropriate. Such events are considered part of the employee's job and not counted as days off.

If an employee wishes to attend a workshop or seminar for self development the university may grant permission or give permission on condition that the employee make up the lost time.

The principles and procedures are set by the university.

This set of regulations is enacted August 23, 2008.

Signed by Dr. Saisuree Chutikul  
President of the Board of Trustees

[Translator's note: This translation is provided for the information of Payap University employees who find an English version easier to read. However, the official version of any legally binding document is the Thai version as signed and filed at the university. In case of any discrepancies between the Thai and English versions please refer to the Thai original. Also, please notice that words appearing in brackets [ ] are the translator's additions for purposes of clarity.]