

Walailak University Regulation
On Personnel Management for Non-Thai Staff,
B.E. 2563

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It is deemed appropriate to amend guidelines on employment of non-Thai academic staff to grant the staff the same employment term after being appointed to academic positions as it is set in the guideline on hiring of contract staff under the Walailak University Regulation on Performance Appraisal for Employment Consideration and Termination of Employment Contract of Academic Staff Members, B.E. 2561 and the amended version. This is aimed to increase motivation among the non-Thai academic staff through adjustment of employment term as well as more provision of more explicit criteria and personnel management approaches.

By virtue of Section 24 of the Walailak University Act, B.E. 2535 and No. 6 of the Walailak University Regulation on Personnel Management, B.E. 2561 and resolution by the Personnel Management Committee in the meeting no. 1/2020 dated January 15, 2020, this announcement shall set forth as follows:

1. That this regulation shall be called “Walailak University Regulation on Personnel Management for Non-Thai Staff, B.E. 2563”
2. This regulation shall take effect on the day following the announcement day onwards.
Other regulation, announcements, orders or resolutions conflicting or negating with this regulation shall be replaced by this regulation.
3. The followings shall be repealed:
 - 1) The Walailak University Announcement on Guideline on Employment and Specification of Pay Rates, Welfare and Benefits for Non-Thai Staff, B.E. 2560;
 - 2) The Walailak University Announcement on Guideline on Employment and Specification of Pay Rates, Welfare and Benefits for Non-Thai Staff (2), B.E.2562.
4. In this regulation,

“University”

meaning “Walailak University”

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“President”	meaning	“the president of Walailak University”
“Section”	meaning	“Schools or other units going by different names but being equivalent in status with the aforementioned”.
“Academic position”	meaning	“Position of an Assistant Professor, Associate Professor, a Professor and a lecturer”
“Staff”	meaning	“Non-Thai staff”

5. The president shall take charge of this regulation and has authority to issue announcements or orders to carry out what is stated in this regulation.

In case any disruptions or issues arise due to this regulation, final decisions shall be at the president’s discretion. In case of inability to act in compliance with this regulation, the president has authority to make an exception on a case-by-case basis.

Part 1 Employment Contract and Employment Term

6. Individuals recruited and appointed a lecturer need to hold a minimum of a Master’s degree of the equivalent. Employment terms shall vary as described below:
- 1) Employment Contract 1 with a maximum of 2-year employment term
 - 2) Employment Contract 2 with a maximum of 4-year employment term and under this contract, staff members need to be granted a position of an Assistant Professor. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.
 - 3) Employment Contract 3: after having been granted an Assistant Professor position, with a maximum of 5-year employment term, over the period in which this employment contract is valid, the academic staff member must be granted an Associate Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.
 - 4) Employment Contract 4: after having been granted an Associate Professor position, with a maximum of 8-year employment term, over the period in which this employment contract is valid, the academic staff member must be granted a Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase

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deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

- 5) Employment Contract 5: signed after having been granted a Professor position shall remain valid until an academic staff member reaches his/her retirement. Over the period in which this employment contract is valid, the academic staff member is subject to performance appraisal every five year and the scores received in each fiscal year must not be below a Very Good level (80 scores) to pass the performance appraisal. Failing to pass the performance appraisal shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. Moreover, obtaining less than 80 scores (Lower than a Very good level) on the performance appraisal over the period in which the staff member is under merit increase deferral penalty in each fiscal year will result in termination of employment contract.

Hiring may also be not only for full-time positions. In that case, staff shall be paid in accordance with the rates set by the university.

Criteria for recruitment or selection as well as employment contract shall be as determined by the university.

7. Staff granted a higher rank of the academic positions than those listed in No.6 shall enter into a new employment contract with an employment term adjusted in relation to the rank.
8. In cases of the recruited or selected staff who have not achieved any academic positions but demonstrate potential to request for one, the president or an academic position selection committee may determine conditions for the academic position appointment request, conditions for improvement or development, or other conditions for the benefits of the university.

In cases of the recruited or selected staff who have achieved academic positions and demonstrate potential to request for one, the president or an academic position selection committee may determine conditions for the academic position appointment request prior to the end of the employment term specified in No.6 as the case may be, or other conditions for improvement or development, or other conditions for the benefits of the university.

9. In case the consideration for an academic staff member's appointment to Assistant Professor, Associate Professor, Professor positions is pending but the staff's employment term has ended, if the said academic staff obtain the performance appraisal results as required by the university, the annual merit increase deferral shall apply until the pending academic position appointment results are announced.

10. In case where it is of absolute necessity, the president in consultation with the Academic Council may grant an employment term extension to the

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academic staff member in order that he/she can submit a request for academic position appointment for a maximum of 2 times, each of which cannot exceed a 1-year period. In addition, during the extended employment, if the academic staff member demonstrates the performance appraisal results as required by the university, the annual merit increase deferral shall apply until the pending academic position appointment results are announced.

Part 2

Performance Appraisal for Employment Consideration

11. Staff obtaining the performance appraisal result and meeting all the criteria specified below shall be granted employment contract renewal:

(1) Meet the passing standards of morality, ethics and conducts both as a respectable university employee and academic, set by academic or professional organizations.

(2) Score 4.00 or above in each course taught on the teaching evaluation by students in accordance with the criteria and methods set by the university

(3) Achieve no less than 1,260 workload units in all categories (Teaching, Research and Academic Work Development, Academic Services, Art and Culture Conservation or other responsibilities as assigned) in each appraisal year.

(4) Obtain performance appraisal results not below a Very Good level (80 scores above) as stated in the university announcement on Guidelines and Methods for Staff Performance Appraisal.

(5) Participate in workshops/trainings/seminars in different programs as required by the university.

(6) Comprehensively follow the criteria or resolutions given by the academic staff selection committee or resolution by the committee on performance appraisal for employment consideration in the recent appraisal.

12. Performance appraisal for employment contract renewal of staff members who are taking study leave shall be principally based on academic performance and behavior exhibited during the leave.

13. The president shall appoint a committee on appraisal for employment contract renewal of contract lecturers as described below:

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| (1) the president or the assigned-vice president | Committee chairperson |
| (2) Dean of School to which the academic staff member reports | Committee |

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(3) Head of program or, in case of no Head of program, 1 coordinator of program/ course	Committee
(4) a maximum of 2 Internal expert	Committee
(5) Head of Division of Human Resources and Organization or an assigned general administration staff member	Secretary

14. The appraisal for employment consideration has to be completed no less than 60 days prior to the end of the employment term.

In case where it is necessary, the committee on performance appraisal for employment consideration can request the president for approval for an appraisal extension for a maximum of 30 days starting from the date on which the employment contract ends.

During the appraisal extension, the academic staff member shall continue his/her duty for as long as warranted by the extension. Passing the appraisal, the academic staff member shall enter into a new employment contract off which the start date is the day after that on which the previous contract has ended.

15. the Division of Human Resources and Organization proceeds to notify an academic staff member of the resolution calling for employment termination or cessation in writing no less than 30 days in advance.

Part 3

Termination of Employment Contract

16. Apart from termination of employment under the conditions specified in this announcement, staff members' employment may also be terminated under any of the circumstances set in No. 47 and 49 of the Walailak University Regulation on Personnel Management, B.E. 2561 or as amended.

Part 4

Retirement and Post-Retirement Age Service Extension

17. Staff having reached the age of 60 shall be discharged from duties as a result of the retirement age at the end of the fiscal year of the year in which the staff reach the retirement age.
18. In case where it is necessary so as to sustain the university's benefits, the university may consider approving the retired staff's post-retirement age

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service extension according to the criteria and methods specified in university regulations or announcements.

Part 5

Pay Rates, Renumeration, Welfare and Benefits

19. Staff are entitled to renumeration besides their basic salary rates specified in No.18 as well as welfare and benefits provided by the university.
20. Besides the basic salary, Staff appointed to academic positions or be equivalenced with academic positions are entitled to academic allowance as determined in the Walailak University Council announcement on Account of Allowance Rates for Academic Positions, Academic Administration Positions and Career Advancement for Professional Operation Staff and General Administration Staff, B.E. 2561 or the amended version.
21. Staff are entitled to an annual pay raise as stated in the guidelines and methods in university regulations or announcement, except for cases in No.6 (2) (3) (4) or (5).
22. Criteria and methods for personnel management not stated in this announcement shall be as specified in the Walailak University Regulation in Personnel Management, B.E. 2561 or the amended version and relevant regulations or announcements.

Transitory Provision

23. Staff employed before this announcement is effective shall be subject to the employment term specified in the Walailak University Announcement No.3 (1) until reaching the end of the employment term.
24. Staff employed after this announcement has been effective are entitled to extra renumeration besides their basic monthly pay and welfare and benefits as specified in the University Announcement No.3 (1) and (2) until announced otherwise by the university.
25. For staff appointed to academic positions or equivalenced with academic positions before this announcement is effective, if ones wish to enter into an employment contract with employment term as described in No. 6 (3) (4) or (5) as the case may be shall have to state their intention to the Division of Human Resources and Organization within 90 days after this announcement takes effect.

Term of employment contracts in Paragraph two shall commence from the date on which an employment contract is signed.

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Announced on January 28, 2020

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(Prof. Dr. Sombat Thamrongthanyawong)
President of Walailak University

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