

Agreement for Employment of Foreign Staff

This agreement is made on 18th September 2023 at Buriram Rajabhat University between Office of the Permanent Secretary, Ministry of Higher Education, Science, Research and Innovation represented by Ms. Malinee Chutopama, President, who is duly authorized to execute the agreement by the order of the Office of the Higher Education Commission No.12/2546 dated on 9th July B.E. 2546, herein after referred to as “employer” on one part, and Ms.Lolita Labfey Uminga , Filipino, 52 years of age, Passport No P6818382B, (The Philippines) having domicile at 11 , Banyang Sub-district, Muang District, Buriram Province 31000 Thailand, herein after referred to as “employee” on the other part.

The employer hereby agrees to employ the employee to perform the duty of an English Instructor attached to Buriram Rajabhat University for a period of 1 Year beginning from 1st October 2023 being the date of commencement of employment, and the employee hereby agrees to perform the duty under the agreement for such term in accordance with the following conditions:

The term of employment mentioned here in the course period from the date acknowledged and permitted by the registrar to 30th September 2024

Employment

Clause 1. The employee agrees to devote full time for the performance of duty under this agreement so as to achieve the best result according to her knowledge and ability and agrees to refrain from accepting any employment or engaging in any occupation throughout the term of this agreement. She must stick to an official working hour settled by the employer.

Remuneration

Clause 2. The employee shall receive monthly remuneration at the rate of 25,530 Baht from the date of work commencement onwards. If she is absent from work or duty, the deduction of remuneration shall be one-twenty-second of the monthly remuneration for one working day.

Clause 3. The remuneration under clause 2 shall be paid monthly to the employee on the last working day of the month.

Accommodation

Clause 4.The employee must reside at the official accommodation provided by the employer.

In the case where official accommodation is not available, the employer shall pay accommodation allowance in a lump sum at the rate of 8,000 Baht a month and the employee may not claim other expenses in connection with the accommodation.

Leave

Clause 5. The employee is entitled to ask for leave with full pay as deemed necessary during the period of each year of the term of employment according to the following basis:

(1) Business leave or holiday not more than ten working days but not during the first six months of the term of employment.

Unused or left over business leave or holiday may be accumulated to not more than twenty-two working days. Whenever the employee wishes to ask for accumulated leave, the employer shall be notified to it at the last fifteen days in advance.

(2) Sick leave is not more than fifteen working days. In the case where a sick leave is more than five consecutive working days, a certificate of an officially accepted physician must be submitted.

If the employee has taken sick leave in excess of fifteen working days in any given year, the period allowed for leave under (1) can be used to compensate the period of sick leave in excess thereof.

Clause 6.The employee is not entitled to receive remuneration for the number of working days of leave over those allowed for. The deduction of remuneration shall be one-twenty-second of the monthly remuneration for one working day.

Termination of Agreement

Clause 7. This agreement is terminated on:

- (1) Completion of term of employment;
- (2) Death of employee;
- (3) Recession of the agreement by either party serving a notice to the other party at least three months in advance;
- (4) Recession of the agreement by the employer in the case where an officially accepted physician has examined the employee and concludes that the employee should not be employed further on account of his health;

- (5) Recession of the agreement by the employer on account of the employee's serious missbehavior, improper teaching behavior or desertion of duty without justification.
- (6) Recession of the agreement by the employer in the case where the employee does not pass teaching evaluation and work performance.

Clause 8. When his agreement is terminated:

- (1) under clause 7 (2),(3),(4),(5) and (6), the employer shall pay the remuneration up to the date of termination;
- (2) under clause 7 (2),(3),(4),(5) and (6), the employer shall pay accommodation allowance for the whole month of termination. As for the case under Clause 7.(5) and (6) the employer shall pay accommodation allowance in proportion to that the employee should receive up to the date of termination of agreement, work absent or desertion of duty.

Calculation of Length of Service for Ordinary Gratuity

Clause 9. The counting of length of service for the calculation of ordinary gratuity shall be made on the basis of the number of months and a fraction of one month which is fifteen days or over shall be counted as one month but that which is less than fifteen days shall be disregarded. If there are many sections of the number of days, they shall be added together and thirty days shall be counted as one month.

The days for which remuneration has been deducted shall not be counted.

Ordinary and Special Gratuities and Indemnity

Clause 10. When the agreement is terminated and the employee's length of service for the calculation of ordinary gratuity is not less than twelve months, the employee or her heirs, as the case may be, shall receive ordinary gratuity according to the following basis:

The remuneration for the last month to be multiplied by the number of months of service and divided by twelve: a fraction of Baht which is fifty Stang or over shall be counted on as Baht and that which is less than fifty Stang shall be disregarded.

In the case where the agreement is terminated under clause 7 (5) and (6), the employee is not entitled to receive ordinary gratuity.

Clause 11. In the case where the employee suffers injuries through violence or loses any organ on account of or in the course of performing his duty and is still able to resume the employment under the agreement, the employer shall pay indemnity in accordance with the regulation of the Ministry of Finance on indemnity for officials and employees.

Clause 12. In the case where the employee is dead through violence or becomes disabled or incapacitated on account of or in the course of performing her duty and an officially accepted physician has examined the employee and concludes that the employee is no longer able to perform her duty and where the violence, injury, incapacity or death has not been caused by her gross negligence or fault, the employee shall receive special gratuity as follows:

(1) In case of being disabled or incapacitated, the employee shall receive special gratuity of such amount as the employer deems appropriate by taking into account the circumstances and the monthly remuneration;

(2) In case of death, special gratuity of thirty times the monthly remuneration shall be paid to the heirs.

Settlement of Dispute

Clause 13. In the case where there is a question arising from the performance under this agreement, the employee agrees to abide by the decision of the Ministry of Finance.

Clause 14. This agreement and any disputes arising from the agreement are subject to Thai laws.

This agreement is made in duplicate and both parties have read and fully understand the contents there in, and accordingly sign their names as evidence hereof.

Note: Employees will be evaluated at the end of the semester of the academic year in order to consider the continuation of the contract.

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Employer

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Employee

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Witness

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Witness