

Excerpt from Circular on the collective agreement for academic staff employed by the State Sector¹

CIR No. 9124 of 26/03/2012

Disclaimer: Please note that this is an excerpt from the collective agreement. The text is a translation of the Danish version. In the event of discrepancies or ambiguity between this translation and the Danish version, the full Danish version shall prevail.

Appendix 5

Protocol on PhD fellows

This appendix contains:

I. Protocol on PhD fellows

This protocol covers PhD students holding a Master's degree, who in connection with their enrolment at an institution of higher education in Denmark or abroad are awarded a scholarship for completion of their PhD studies, and in this context obtain employment.

In addition, the protocol includes an agreement concerning PhD fellows who remain enrolled at foreign institutions throughout their study programme (Appendix 5a).

II. Agreement concerning the remuneration of PhD students for work duties undertaken in connection with their research study programme (appendix 5b).

This agreement covers PhD students who are enrolled as PhD students but not employed as PhD fellows. The agreement is relevant only for individuals enrolled under the 4+4 programme, as well as individuals whose PhD fellowship has expired but who have not completed their PhD thesis.

The Circular's notes on the Protocol on PhD fellows:

The PhD fellow's core work duties consist in the completion of the PhD study programme planned for the PhD fellow in connection with his/her enrolment as a PhD student, cf. the Danish Ministry of Science, Technology and Development's Ministerial Order no. 18 of 14 January 2008 on the PhD Programme and the PhD degree. To this should be added an obligation to accept other work duties for and as directed by the

¹ The Circular's original Danish title is: "Cirkulære om overenskomst for akademikere i staten"

institution, up to a specified extent, cf. § 7. In addition, PhD fellows may have other salaried employment, provided such employment is compatible with the completion of their studies and falls within the constraints defined by the employer.

Reference is made to the following circulars:

- 1) Circular of 13 June 2007 concerning the job structure for scientific staff at universities (Perst. no.² 055-07).
- 2) Circular of 5 March 1997 concerning the job structure for scientific research staff at archives, libraries, museums, etc., under the Ministry of Culture (Perst. no. 019-97).
- 3) Circular of 10 August 2001 concerning the job structure for scientific staff at Denmark's Library School under the Ministry of Culture (Perst. no. 022-01).
- 4) Circular of 23 June 2003 concerning the job structure for scientific staff at the School of Conservation under the Ministry of Culture (Perst. no. 056-03).
- 5) Circular of 25 March 2011 *concerning the job structure for artistic/scientific staff at the Royal Danish Academy of Arts, The Royal Danish Academy of Arts' School of Architecture, and the Aarhus School of Architecture, under the Ministry of Culture (Perst. no. 005-11).*
- 6) *Circular of 5 July 2010 concerning the job structure for scientific staff at the Geological Survey of Denmark and Greenland (GEUS) (Perst. no. 024-10).*
- 7) *Circular of 22 September 2010 concerning the job structure for scientific research staff at the Sector Research Institutes (Perst. no. 029-10).*

Protocol on PhD fellows

§1. Scope

The protocol covers academic staff employed as PhD fellows within the scope of the collective agreement.

PhD fellows are covered under the collective agreement on the terms and conditions stipulated in this protocol.

It is a prerequisite for employment under this protocol that the individual in question:

- 1) Has attained the Master's degree in one of the programmes listed in Appendix A of the collective agreement, and
- 2) is enrolled as a PhD student at an institution of higher education in Denmark.

² *Perst. no.* denotes the publication reference number used by *Personalestyrelsen*, i.e. the State Employer's Authority.

Usually, employment can be offered only to individuals who do not already hold a PhD degree.

The Circular's notes on §1:

Only individuals holding a Master's degree can be employed under this protocol.

The Master's degree is considered to have been attained when all grades have been given, as evidenced by a certificate of examination or other declaration from the educational institution. In cases where the Master's programme is concluded with a written thesis, however, a certificate of preliminary approval – i.e. a declaration signed by the academic supervisor and censor, confirming that the thesis will be approved – will be considered sufficient evidence. Such declaration must be confirmed by the educational institution.

Physicians employed by institutions of higher education and Sector Research Institutes are also covered by the protocol.

A PhD fellow who is enrolled at an institution of higher education in Denmark but who in accordance with his study plan will complete part of his studies at a foreign research institution will also be covered by the protocol when studying abroad.

§2. Employment

PhD fellows are usually employed to fill advertised vacancies.

The maximum term of employment is three years if the study is planned as a full-time study, cf. however para 2, below. However, the duration of the term of employment cannot exceed the duration of the period of enrolment as a PhD student.

At the expiry of the term of employment, the employment shall end without further notice.

Para 2. In case of absence due to parental or adoption leave, the employing authority, following an application to this effect by the employee, shall extend the term of employment by a period corresponding to the duration of the period of absence.

Such extension of the term of employment may not exceed the number of weeks of absence to which the employee is entitled during parental or adoption leave.

If the term of employment expires during parental or adoption leave, the term of employment shall be extended by a period not exceeding the duration of the leave taken by the employee during the term of employment. Such extension of the term of employment shall not start until after expiry of the period of leave.

Similarly, the term of employment may be extended in case of an enduring illness which has verifiably delayed the employee's studies, and in case of compulsory military service.

The Circular's notes on §2 para 1:

Employment will require the employee to have enrolled as a PhD student. The date of employment cannot precede the study start date.

The three-year term of employment is based on full-time employment.

If an individual has been awarded a State Grants and Loans PhD fellowship ("SU PhD fellowship") before attaining the Master's degree (such as a student employed under the so-called 4+4 programme), the PhD fellowship period shall be shortened by a period of the same duration as the period by which the PhD study will thus be shortened following attainment of the Master's Degree.

The institutions are hereby requested to quickly notify the relevant organisation of this in connection with employment under the protocol.

The PhD fellow's employer is the institution that issues a letter of appointment to the PhD fellow.

In other respects, the employment shall comply with the applicable Ministerial Order on appointment of scientific staff at universities (Appointment Order).

§3. Salary

The employee shall be remunerated in accordance with the basic salary level under the collective agreement that is relevant for the employee's level of education and seniority.

Para 2. PhD fellows enrolled before they have attained their Master's degree, for instance if they are employed under the so-called 4+4 programme, shall be remunerated based on the relevant basic salary level once they have attained their Master's degree, and shall subsequently earn seniority as stipulated in the collective agreement.

§4. Supplements

Employees at basic salary level four and above shall be given a non-pensionable supplement of DKK 14,900 (11,395).

Para 2. Furthermore, local agreements may be made on additional supplements as stipulated in the collective agreement.

The Circular's notes on §4:

PhD fellows are not eligible for centrally and decentrally agreed supplements under §5 paras 1 and 2 of the collective agreement.

§5. Salary adjustments

The total salary according to §3 and 4 shall be adjusted in accordance with §7 of the collective agreement.

§6. Pension contributions

The employing authority shall pay a total pension contribution of 17.1 per cent, out of which 1/3 is considered to be the employee's own contribution. The pension contribution shall be calculated on the basis of the following salary elements:

- 1) 85 per cent of the basic salary
- 2) locally agreed permanent supplements
- 3) locally agreed temporary supplements, unless otherwise agreed in the specific agreements concerning the supplements in question.

Para 2. According to §11 of the collective agreement, and at the employee's option, that part of the pension contribution which exceeds 16.8 per cent may be paid as salary to the employee.

§7. Work duties

The PhD fellow shall undertake the study efforts assumed in the plan for the study programme, cf. the PhD Order, including any foreseen travel activities.

Para 2. The PhD fellow shall undertake work duties for and as directed by the employing institution, up to an extent which for a three-year term of employment will correspond to a total of 840 working hours.

Para 3. If the extent of the work specified in (2) above exceeds the 840 hours of work to be performed for the employing institution, the employee shall be further remunerated with an hourly rate amounting to 1/1924 of the annual salary determined in §3 and 4 above.

The Circular's notes on §7:

No payment for additional work can be made to PhD fellows, cf., however, §7 para 3, above.

The employing authority shall pay a full salary to the employee, even if the institution does not utilise all the presumed 840 working hours, which are net working hours, within the three-year period. The work duties may consist of knowledge dissemination, research, teaching, library work or other professionally relevant duties (except for administrative duties) with the aim of relieving the other scientific staff.

In connection with the employment as a PhD fellow, it is assumed that appropriate arrangements will be made to accommodate both the study plans and the work duties over the entire course of the research study programme. It is further assumed that a final and mutually binding agreement on the work duties to be performed within the allocated 840 working hours will normally be made for one semester at a time.

Subject to approval of a reasoned application, a PhD fellow may in special cases be allowed a reduction of the working time (reduction of the allocated 840 working hours) against a similar reduction of the salary. For instance, should the employee be relieved of all 840 working hours, this will give rise to a salary reduction of 1/6 throughout the entire scholarship period. By agreement between the PhD fellow and the institution, it will also be possible to agree on work duties exceeding the allocated 840 hours, if such additional work is compatible with the study programme, cf. §7 para 3.

§8. Leave from service

By agreement between the PhD fellow, the educational institution and the employing authority, the PhD fellow may be granted unpaid leave from service.

In other respects, leave from service shall be governed by the relevant stipulations of the collective agreement.

§9. Termination of employment

PhD fellows are covered by the collective agreement's rules on dismissals and redundancies, subject to the exception specified in para 2, below.

Para 2. When the enrolment at the institute of higher education expires or is terminated, the employment shall end without further notice unless otherwise agreed.

The Circular's notes on §9:

At the expiry of the period of employment, the employment shall end without further notice.

The enrolment may be terminated at the PhD fellow's own request or according to the stipulations of the Ministerial Orders of the Ministry of Science, Technology and Development, and the Ministry of Culture, on the PhD programme and the PhD degree.

Insufficient public funding will not normally be considered reasonable grounds for redundancies.

§10. Covering of expenses and relocation allowance

PhD fellows are not covered by the collective agreement's rules on coverage of expenditure in connection with business trips, or the rules on relocation allowance.

The Circular's note on §10:

In specific cases, however, this shall not preclude the covering of expenditure related to travel and stays abroad within the maximum limits for mileage allowance and hourly and daily allowances applicable to civil servants.

Appendix 5a:

Agreement concerning PhD fellows who remain enrolled at foreign institutions throughout their PhD study programme

PhD fellows who remain enrolled at foreign research institutions throughout their PhD study programme may be employed under the protocol on PhD fellows on the following conditions:

§1. Study efforts

The PhD fellow is required to undertake the study efforts foreseen for the programme, but is not required to perform work duties as specified in §7 para 2 of the protocol on PhD fellows (Appendix 5).

§2. Salary

The annual base salary amounts to DKK 231,987 (177,000) net.

§3. Pension contributions

The annual pension contribution amounts to DKK 43,265 (33,010), out of which DKK 14,422 (11,003) is the employee's own contribution, while DKK 28,843 (22,007) is the employer's contribution.

Para 2. According to §11 of the collective agreement, and at the employee's option, that part of the pension contribution which exceeds 16.8 per cent of the salary – i.e. DKK 759 (579) – may be paid out as salary.

The Circular's notes on §2 and §3:

As for other PhD fellows, the employer is the institution that issues a letter of appointment to the PhD fellow.

The salary and pension contribution are specified as the annual basic amount (level as at 31 March 2012). In determining the salary, it has been presumed that the salary will be tax-free in Denmark in accordance with the rules of §33A of the Danish Tax Assessment Act³. However, it will not be possible to concurrently pay out amounts foreseen by §7 (letter r) or §9(5) of the Tax Assessment Act, and as a result, the PhD fellow cannot be paid hourly and daily allowances during his/her stay at the foreign educational institution.

The pension contribution has been calculated as 17.1 per cent of 85 per cent of DKK 297,660 (227,107) as the annual basic amount (basis for calculation).

Appendix 5b

Agreement on the remuneration of PhD students for work duties undertaken in connection with their research study programme

In accordance with the main agreement made on 28 May 1991 between the Ministry of Finance and the member organisations of the Danish Confederation of Professional Associations, the following has been agreed between the Ministry of Finance and the Danish Confederation of Professional Associations on the remuneration of PhD students for work duties undertaken in connection with their research study programme.

The Circular's notes:

*This agreement applies only to PhD students who are **not** covered by the Protocol on PhD fellows.*

This concerns for instance PhD students:

- 1) *Who have enrolled for a research study programme before attaining their Master's degree, or*
- 2) *Who have enrolled for a research study programme after attaining their Master's degree, but who are not employed as PhD fellows (this could for instance be an individual whose PhD fellowship has ended, but whose PhD thesis has not yet been completed).*

If the term of employment exceeds one month, and if the average number of working hours per week exceeds eight hours (calculated over a four-week period), the employer shall notify the employee in writing on the terms and conditions of the employment (cf. the Ministry of Finance's Circular of 14 June 2002 concerning the employer's duty to notify the employee on the terms and conditions of employment).

³ The Act's Danish title is: *Ligningsloven*

§1. Scope

The agreement covers PhD students who in accordance with the Ministry of Science, Technology and Development's Ministerial Order on the PhD programme and the PhD degree are enrolled as PhD students but are not employed as PhD fellows.

Para 2. The work duties consist of teaching duties, assistance with research projects, knowledge dissemination and other work with the aim of relieving the other scientific staff.

§2. Salary

Each working hour shall be remunerated with an hourly rate of DKK 199,22 (152) as the basic amount.

Para 2. Salaries are paid at the end of each month.

§3. Salary adjustments

The hourly rate specified in §2 shall be adjusted in accordance with the relevant stipulations of the collective agreement.

§4. Holiday allowances

In accordance with the rules of the Danish Holiday Act⁴, employees shall be granted holiday allowances amounting to a fixed percentage of their hourly rate (cf. §2, above), currently 12.5 per cent.

§5. Termination of employment, etc.

At the expiry of the term of employment, the employment shall end without further notice.

Para 2. In other respects, the employment may be terminated subject to the termination notices specified in the collective agreement for hourly paid non-salaried workers.

For each employment, separate agreement may be made between the employer and the employee on a longer period of notice.

⁴ The Act's Danish title is: *Ferieloven*