

*Knowledge gives growth*

# PhD Candidate? *Know Your Rights!*

The Norwegian Association of Researchers'  
Handbook for PhD Candidates



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# Dear PhD Candidate!

It is widely agreed that the Norwegian research efforts should be increased. In the future, we will need more personnel with research expertise – not only at universities, colleges and research institutes, but certainly also in the public service, and the organisation and private business sectors.

With the expertise gained during your PhD education, you are the ones who will take Norwegian research further. You will be the ones educating future generations of students, supervising new research fellows, renewing and improving public services, conducting innovation and creating values. Exciting tasks await you, both during your PhD candidacies and after. Hence, you should feel wanted and valued as employees. We know, however, that this is not always the case.

The research career can be unreasonably long towards tenure, and many have trouble finding relevant positions outside academia. As research recruits, you may experience periods of heavy workloads and unpredictable working conditions. Some of you may have problems related to supervision or working environment. Others may feel omitted or marginalised, not having support from their employer. Moreover, quite a few of you may feel that your salaries lag behind.

In these situations, it is useful to know more about the current rules and regulations, and how conditions may be improved. This is why we have issued this handbook. We hope that you will find it useful, and that you will choose to join NAR as a member. We organise more than 1.400 PhD candidates, which constitute 8% of our total number of members. Working conditions for PhD candidates is an important issue to us, and we will continue working for the improvement of your rights and your working conditions. You can read more about this in NAR's Work Programme, which is published on our web site.

Wishing you all a prosperous PhD period,



**Petter Aaslestad**

President,

The Norwegian Association  
of Researchers



# 1. Acts and Regulations Applying to the Employment of PhD Candidates

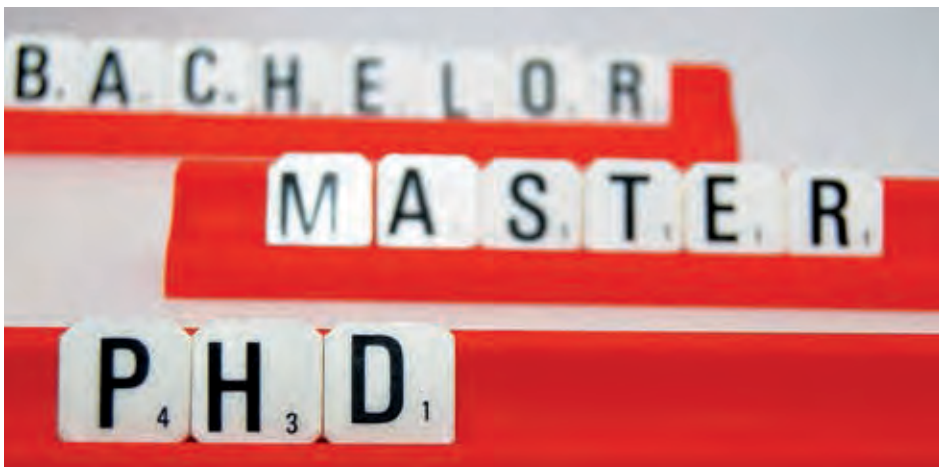
- Act relating to working environment, working hours and employment protection, etc. The Working Environment Act applies to all employees in Norway, regardless of nationality or employer.
- The Holidays Act safeguards the right of employees to annual holidays and holiday pay.
- Act relating to civil servants applies to all employees of the Norwegian Civil Service, e.g. all universities, university colleges and research institutes that are state owned.
- Act relating to Universities and University Colleges (2005), especially § 3.2-3 and § 6.4 defines the legal basis for the PhD candidate position at these institutions.
- Regulations concerning terms and conditions of employment for the posts of post-doctoral research fellow, research fellow (PhD candidate), research assistant and resident sets the terms for the employment of PhD candidates. See page 10.
- The Basic Agreement (Hovedavtalen) and The Basic Collective Agreement (Hovedtariffavtalen) for the Civil Service regulates codetermination and salary levels, as well as working hours, pensions, paid/unpaid leave and holidays, for all state employees. Similar agreements exist for employees of the municipal and the private sectors.
- In addition, each employing institution has its own regulations. These local regulations may strengthen employees' rights, but cannot weaken the rights regulated by national acts and regulation.

## 2. Conditions of Employment

Permanent employment is the main rule of Norwegian work life. This important principle ensures predictability and job security for the employees. The PhD candidate position, however, is legally limited to a term of 3 or 4 years, as it is defined as a *teaching grade*. The position is pursuant to the *Act relating to Universities and University Colleges* and to the national regulations concerning terms and conditions of employment. It is a state position, under the Ministry of Education and Research. The objective of a PhD candidacy is completion of research training to the level of a doctoral degree, and an academic qualification at the level of associate professor.

PhD candidates have the same working year as all employees in Norway, 37.5 hours a week, and the right to paid holiday pursuant to current laws. All PhD candidates employed by state universities or university colleges are civil servants, with the rights and duties pursuant to the *Basic Collective Agreement for the Civil Service (Hovedtariffavtalen)* and its regulations.

For PhD candidates not employed by a university or university college, or by a state institution, there are some differences with respect to salaries and working conditions. See chapters 2.10 and 3.6.



## 2.1 Employment Contract

As all other employees, PhD candidates are entitled to a written contract of employment, which states their grade code and title, salary level and other special terms for the position. In addition, the employment contract should specify the period of employment, the location of the work place, the work tasks and the conditions and obligations for the position. The employment contract should also state the responsible academic supervisor, admission to a PhD programme, a plan for completion of the research training, and state the responsibilities of the institution, the supervisor and the PhD candidate.

### **Our Advice:**

Make sure that your contract of employment is adequate, and take good care of it. It is a legally binding document, and can be very important if disputes should arise.

## 2.2 PhD Programme

Admission to a PhD programme is a condition for employment as a PhD candidate. It is, however, not unusual for institutions to employ PhD candidates provided that they be admitted to a PhD programme at a later stage. The contract of employment should state the final date for admission to a PhD programme and for submission of the final plan for the research training. If an admission agreement is not present within the contract deadline, the employer will have grounds for termination of the contract. Transfer to another PhD programme may only be carried out by agreement with the employer.

## 2.3 The Employment Period

According to the regulations, the normal employment period for a PhD candidate is four years in a full position, with 25% (one year) compulsory duties. Other employment periods are allowed, and it is not unusual to have an employment period of three years or even five years. However, according to the regulations, it is required that *“the period of appointment shall include three years of pure research training”*. The minimum employment period therefore is three years. A shorter period may be agreed if you have already completed parts of your research training.

The regulations allow for part-time employment during the whole or part of the period, if the employment is at least 50%, and there is an agreement with the employer. The period of appointment may be extended in such a way that research training is equal to three years full-time equivalent.

## 2.4 Research Training and Compulsory Duties

The organised research training consists of the research work (thesis) and the training component (mandatory and elective courses). The final plan for research training shall be approved and regulated by contract at the latest three months after the appointment is taken up. The research training is the core of the candidate's duties. Depending on the employment period, the PhD candidate may also have *compulsory duties*.

From this, it follows that those PhD candidates who have an employment period of three years do not have compulsory duties, and that any employment period exceeding three years is meant for compulsory duties. The extent of the compulsory duties should be stated in the announcement text and the employment contract for PhD candidates with longer employment periods than three years. The employment contract should also

specify the content of the compulsory duties. Compulsory duties should “*as far as possible be relevant to the doctoral programme*”, which would mean tasks like teaching, supervising and research administration.

Although it is the employer's responsibility that these rules are obeyed, it may well become the PhD candidate's problem if they are not. Many candidates experience that preparing for teaching takes very long time the first time they do it. Some employers therefore allow PhD candidates longer time for preparing teaching than tenured employees get. If this is not the case at your institution, it can be wise to agree upon some repetition of lectures from one semester to the next.

### Our Advice:

Make sure that your compulsory duties are specified in your employment contract, and that the scope does not exceed the agreed percentage.

## 2.5 Should One Take On Other Duties?

PhD candidates should not be required to undertake extra work duties beyond the agreed research training and compulsory duties. However, many candidates are asked to take on additional duties (teaching, supervising, etc.) against remuneration. It is up to the individual candidate to decide whether to take on such duties. The work experience can be both useful and interesting, but at the same time, the extra duties may cause a delay in your research work. Both the candidate and the employing institution will benefit from completion of the research training within the scheduled period. Therefore, both parties should be reluctant to the candidate taking on other work duties. If the candidate takes on other work duties, this should lead to an extension of the employment period.

### **Our Advice:**

You should not feel pressured to take on any work duties that you do not want to perform, or that take up too much of your time. Normally, if you take on extra duties, it would be better to get extended time than extra money. This way you receive a full salary and you keep your rights as an employee for a longer time.

## 2.6 Leave, Absence and Extension

All kinds of leave to which employees are entitled pursuant to statutes or collective agreements give them the right to an extension of the employment period. This applies to sick leave, maternity leave, leave to carry out care work, leave in connection with military service, and leave to act as a leading representative in a national organisation for PhD candidates. Still, according to the regulations, absence must amount to *at least two continuous weeks* in order to give grounds for extension. For example, this means that leave due to sickness (own or children's) does not give grounds for extension unless you have documentation from your doctor that the sick leave amounts to two continuous weeks.

The regulations do specify that such leave should be distributed proportionately between the research work and the compulsory duties, and that in special cases it may give grounds for the exclusive reduction of the compulsory duties part.

As a rule, the employment period for PhD candidates cannot be broken. PhD candidates may however be granted leave to take up short-term (up to six months) temporary teaching and research posts, overseas fellowships and the like. The period of employment may be extended correspondingly.



PhD candidates whose research training is delayed due to special care burdens or unforeseen obstacles of a work nature, may in specific cases be granted an extension of the employment period, provided that he/she will be able to complete the research training before the expiry of the extension period. Typically, an extension may be granted if the candidate cannot be held responsible for these obstacles (and the employing institution can). Deficient supervision, disproportionately large or long lasting projects and lack of necessary infrastructure are examples of such obstacles.

### **Our Advice:**

Document all your leave of absence pursuant to statutes or agreements. If your employer will not grant you an extension, use the opportunity to ask your local trade union to try to persuade the institution to alter its practice.

Whether you get an extension or not, make sure your leave of absence is distributed proportionately between your research work and your compulsory duties (if you have them). Document the reasons for any delays, and if you apply for an extension, make sure to document that your research work and thesis are close to completion.

## **2.7 Employer Responsibility and Personnel Management**

The institution that employs you has the personnel responsibility for you, regardless of how your fellowship is financed. Primarily, the Head of Department where you are employed will have the personnel responsibility for you. Ultimately, the Personnel Department of the institution and the top executive at the institution (for example the University Rector) has the responsibility. Neither your supervisor nor the Head of your doctoral programme has any kind of employer or personnel responsibility. A person with formal employer responsibility should oversee and sign your employment agreement.

### **Our Advice:**

Use opportunities such as the performance appraisal dialogue to clear up any confusion or ambiguities in your employment agreement, terms of employment, research training and supervision.

# Regulations concerning terms and conditions of employment for the posts of postdoktor (post-doctoral research fellow), stipendiat (research fellow/PhD candidate), vitenskapelig assistent (research assistant) and spesialistkandidat (resident) (*excerpts*)

Laid down by the Ministry of Education and Research on 31 January 2006 with amendments issued on 7 December 2006 pursuant to section 6-4, fourth paragraph, of the Act of 1 April 2005 No. 15 relating to universities and university colleges.

## Chapter 1 Provisions concerning the various posts

### Section 1-1 General provisions

Pursuant to section 6-4 (1) (f) to (i) of the Act relating to universities and university colleges, appointment for a fixed term of years may be used for posts such as postdoktor (post-doctoral research fellow), stipendiat (research fellow), vitenskapelig assistent (research assistant) and spesialistkandidat (resident).

### Section 1-3 Stipendiat (Research fellow)

- 1) The objective of a research fellowship is completion of research training to the level of a doctoral degree.
- 2) The objective of a research fellowship in the arts within the Programme for Research Fellowships in the Arts is an academic qualification at the level of associate professor.
- 3) The normal fixed term of appointment is four years with 25 per cent compulsory duties. The period of appointment shall include three years of pure research training.
- 4) The appointing authority shall decide the total length of the period in each case. Due consideration shall be paid to the scope of the compulsory duties, the necessary time frame and plan for completion of the project and the financial basis of the project.
- 5) A shorter period of appointment may be decided when the research fellow has already completed parts of his or her research training programme or when the appointment is based on a previous qualifying post (research fellow, research assistant, or the like) in such a way that the total time used for research training amounts to three years.

- 6) Within the Programme for Research Fellowships in the Arts the research fellowship period is stipulated to be three years.
- 7) Should the employer decide in a specific case to grant an application for 50 per cent or more part-time employment during the whole or part of the period, the period of appointment may be extended in such a way that research training or artistic development work is equal to three years full-time equivalent.
- 8) Admission to a doctoral degree programme is a condition for appointment as a research fellow. The final plan for research training shall be approved and regulated by contract at the latest three months after the appointment is taken up. The final date for admission to a doctoral degree programme must be stated in the contract of employment. The final date for submission of the final plan for the research training shall also be stated. The plan shall state the name of the person assigned the duty of supervising the research fellow. If an agreement concerning admission to a doctoral degree programme has not been concluded within the time limit stated in the contract of employment, this may give grounds for termination of the contract of employment by the employer.
- 9) Transfer to another doctoral degree programme may only be carried out by agreement with the employer. Transfer to a doctoral degree programme other than that stipulated by the contract of employment except by agreement with the employer may give grounds for termination of the contract of employment.
- 10) Admission by the board of the Programme for Research Fellowships in the Arts is a condition for appointment as a research fellow within the research fellowship programme for the arts.
- 11) Each year, a report shall be submitted concerning the progress of the organized research training. The research fellow and supervisor are jointly responsible for the report.

- 12) The distribution of duties between research training and compulsory duties shall be stated in the contract of employment. The content of the compulsory duties besides research training should also be specified, cf. section 1-3 (13) and (14). It shall be specified which doctoral degree programme the research fellow is attached to.
- 13) Compulsory duties besides research should as far as possible be relevant to the doctoral programme. Administrative duties shall be limited and should not normally constitute more than ten per cent of the total annual working hours.
- 14) The institutions shall lay down their own guidelines for the content of the compulsory duties and for the distribution of duties during the period of appointment. The employer must ensure that such duties do not exceed the specified limit.

## **Chapter 2 Joint provisions**

### **Section 2-1 Appointment for a fixed term**

- 1) No-one may be employed for more than one fixed term in the same category of post at the same institution.
- 2) A contract of employment for a fixed-term post may not include provisions concerning severance pay.

### **Section 2-2 Working hours**

Employees shall be covered by the statutes and agreements concerning working hours, holiday and sick leave that apply at any time.

### **Section 2-3 Leave and extension of the period of appointment**

- 1) With the exception of research assistants, leave to which employees are entitled pursuant to statutes or collective agreements shall not be taken into account in connection with the calculation of the period of appointment. The same shall apply to leading representatives in national organisations for these posts.

- 2) Extension shall be granted for reduced working hours owing to care of children and close family pursuant to section 10-2, fourth paragraph, of the Working Environment Act.
- 3) Leave may be granted to take up short-term temporary teaching and research posts, overseas fellowships and the like when this may be done without delaying the progress of the post-doctoral research fellowship project, doctoral degree course, artistic development work or specialist training by more than half a year. In such cases, the period of appointment may be extended correspondingly.
- 4) Decisions concerning extension of the period of appointment shall be taken by the appointing body.
- 5) In order to give grounds for extension, absence must amount to at least two continuous weeks.
- 6) In the case of research fellows, the appointing body may in specific cases grant extension of the period of appointment owing to circumstances that have precluded the progression of the research training. Such circumstances may be special care burdens or unforeseen obstacles of a work nature for which the research fellow cannot be held responsible. When such circumstances result in delays, extension of the period of appointment may be granted, provided that the research fellow will be able to complete the research training before the expiry of the extension period.
- 7) In the case of sick leave of less than two weeks' duration for post-doctoral research fellows and research fellows with compulsory duties, such leave should be distributed proportionately between the research work and the compulsory duties.
- 8) In the case of research fellows with compulsory duties, two or more short legitimate absences of less than two weeks may give grounds for the exclusive reduction of the compulsory duties part when deemed necessary in order that the research fellow shall be able to complete the research training within the period of appointment.

## 2.8 When the Period of Appointment is Over

The position as PhD candidate is a legal temporary appointment on a fixed-term contract, and the candidate shall automatically resign the post without notice when the period expires. For all appointments lasting more than one year, the employer shall give the employee one month's notice that the contract will expire. Fixed-term positions have no employment protection pursuant to the Civil Service Act (sections 7, 10 and 13). Even if the PhD candidate in reality has more than four years of uninterrupted service due to various leaves of absence, he or she will not gain strong employment protection. However, if the PhD candidate upon completing their PhD degree, immediately is given *another* temporary appointment which is not on a fixed-term contract, they may gain the strong employment protection which follows from having more than four years of uninterrupted service. The employer is not allowed to make the employee take a break between appointments in order to prevent him or her from gaining strong employment protection. If your temporary appointment is found to be illegal according to the rules, you have the right to a permanent appointment.

## 2.9 Unemployment after Submission of the PhD Thesis

After submission of their thesis, PhD candidates qualify for the same unemployment benefits as other wage earners who have lost earned income because of unemployment. Previously, PhD candidates had to be available for the labour market for a period of at least eight weeks in order to qualify for benefits. As of 4 May 2011, this no longer applies. In order to qualify for unemployment benefits, you have to be a genuine jobseeker. This means that you may not pursue any activities during regular working hours that would make you unavailable for the labour market. The terms for receiving benefits are regulated by Chapter 4 of the National Insurance Act and the associated regulations concerning unemployment benefits.

PhD candidates are not entitled to unemployment benefits while preparing the defence of their thesis. This is stated in NAV's circular on unemployment benefits and education, Section 3.9.3. Therefore, PhD candidates are not regarded as genuine jobseekers in the last two weeks before their thesis defence.

As a general rule, PhD candidates who have not submitted their thesis by the end of the appointed period cannot continue to work on their thesis and at the same time qualify for unemployment benefits. This is pursuant to the National Insurance Act, which states that one has to be a genuine jobseeker and that unemployment benefits should not fund education.

In the past, NAV's practice has been to regard work on a doctoral thesis as an educational

activity. NAV has therefore routinely denied unemployment benefits to PhD candidates, as they were not considered genuine jobseekers. NAV has now changed this practice in accordance with an amendment to the National Insurance Act, making it possible for students to receive unemployment benefits as long as all educational activities take place outside regular working hours.

In order to be entitled to unemployment benefits, applicants must be able to document that work on their doctoral thesis takes place outside regular working hours and does not prevent him or her from actively seeking employment during daytime hours. Numerous rulings by the National Insurance Court affirm that work on a doctoral thesis in itself does not preclude the right to unemployment benefits. The applicant's local NAV office is therefore required to make a specific and individual assessment in order to establish whether the terms for receiving unemployment benefits have been met, including consideration of any exceptions stated in the 'Regulations concerning unemployment benefits', § 4-3, paragraph 4.

## 2.10 PhD Candidates in the Private Sector

### Private Colleges

The job title Research Fellow (position as PhD candidate) is pursuant to the *Act Relating to Universities and University Colleges*. Hence, only institutions with accredited doctoral programmes may use this job title. The 'Regulations concerning terms and conditions of employment for research fellows' apply to

private colleges and university colleges, and therefore to PhD candidates employed by these institutions.

### Other Private Institutions

Private institutions outside the university and college sector are not bound by the 'Regulations concerning terms and conditions of employment for research fellows'. These institutions are bound by the Working Environment Act, which gives no legal basis for the temporary appointment of PhD candidates. Private institutions therefore have to negotiate an agreement with the trade unions in order to have the legal right to employ PhD candidates. As of August 2011, NAR has such an agreement with the employer organisation Abelia, which organises various private research institutes. Such agreements must ensure employment conditions and working conditions that are at least as good as the conditions given by the regulations that apply to universities and colleges. Salary levels for PhD candidates at private institutions must be negotiated in a local collective agreement, or in the candidate's employment contract.

### Our Advice:

If you are not employed by a university or university college, make sure that your appointment is legal, that it is pursuant to the regulations, and that a collective agreement regulates your salary and working conditions. As a minimum, you should have the same conditions as state employed PhD candidates.

# 3. Salaries

The salary level for PhD candidates is adjusted through central collective bargaining in the state sector, where the Confederation of Unions for Professionals, Norway (Unio) represents NAR, and through the local pay policy at each work place, where NAR represents its members in the local negotiations.

## 3.1 PhD Candidates and the Basic Collective Agreement for the Civil Service (*Hovedtariffavtalen*)

As shown by the table below, the salary for PhD candidates have risen steadily during recent years. Normally, PhD candidates are placed in *grade code 1017 (Stipendiat)*, under the Ministry of Education and Research, Pay Structure 17.515 Teaching Grades.

In 1998, another grade code for PhD candidates was established. *Grade code 1378 (Stipendiat)* is intended for candidates in specific fields or subjects (see chapter 3.3). Grade code 1378 is placed directly in a certain pay grade (within a pay range). In the 2000 negotiations, grade code 1017 was moved to a pay framework, which ensures everyone an automatic pay rise every year due to the length of service.

### Central Collective Bargaining Results for PhD Candidates (grade code 1017):

<b>1998</b>	Placed within a pay range. +2 pay grades for everyone. New minimum salary at pay grade 32
<b>2000</b>	Moved from pay range to pay framework (LR22). New minimum salary at pay grade 34 (+2 grades)
<b>2002</b>	Moved from pay framework 22 to 20. New minimum salary at pay grade 37 (+3 grades)
<b>2004</b>	+1 pay grade for everyone. New minimum salary at pay grade 38
<b>2005</b>	+1 pay grade for everyone. New minimum salary at pay grade 39
<b>2006</b>	Starting salary raised to pay grade 41
<b>2007</b>	Starting salary raised to pay grade 43 for everyone starting after July 1st
<b>2008</b>	Starting salary raised to pay grade 45 for everyone starting after June 1st
<b>2010</b>	Starting salary raised to pay grade 48 for everyone starting after May 1st
<b>2012</b>	Starting salary raised to pay grade 50 for everyone starting after May 1st

### 3.2 Grade Code 1017 – Placement within Pay Structure

PhD candidates in grade code 1017 are placed in *pay framework no. 20*. The placement within a pay framework ensures a certain pay rise every year, irrespective of the results of salary negotiations. As of May 1 2012, the minimum starting salary for PhD candidates in grade code 1017 is pay grade 50; and they are placed on alternative 8 of the pay framework (see figure below). PhD candidates who receive the minimum starting salary will be granted a fictitious pay seniority of 8 years. Any other seniority you may have will not be taken into account. Every full year of service as a PhD candidate will increase your seniority with 1 year, and you will follow the development in Alternative 8 of the pay framework.

It is worth noting that this is the *minimum* starting salary. The employer is free to announce the position, and to appoint someone, at a higher pay grade than the minimum. The candidates are also free to negotiate for a higher pay grade placement at the time of appointment. It is also worth noting that the current minimum starting salary only applies to PhD candidates appointed after May 1, 2012. For candidates appointed before this date, the minimum starting salary valid for their date of appointment applies.

As you can see from the pay framework, the normal salary development for a PhD candidate who receive the minimum starting salary (and who does not receive any extra pay grades in individual negotiations) goes from pay grade 48 in the first year to pay grade 52 in the last (fourth) year.

#### Pay Framework No. 20 – with pay development for PhD candidates in bold

(with the new minimum starting salary as of May 1, 2012)

Seniority (years)	0	1	2	3	4	5	6	7	8	9	10	11	12
Alt.1	36	37	38		40	41	42	43	45	47	48	50	
Alt.2	37	38	39		41	42	43	44	46	48	49	51	
Alt.3	38	39	40		42	43	44	45	47	49	50	52	
Alt.4	39	40	41		43	44	45	46	48	50	51	53	
Alt.5	40	41	42		44	45	46	47	49	51	52	54	
Alt.6	41	42	43		45	46	47	48	50	52	53	55	
Alt.7	42	43	44		46	47	48	49	51	53	54	56	
<b>Alt.8</b>	43	44	45		47	48	49	<b>50</b>	<b>52</b>	<b>54</b>	<b>55</b>	57	

Alt.9-21 (50-62)

### 3.3 Grade Code 1378 – Placement within Pay Structure

Grade Code 1378 is used in specific disciplines (for example medicine) for PhD candidates with much sought-after special knowledge, or in disciplines where the comparable salary levels outside academia makes it difficult to attract good candidates. When this grade code was established, the point was to have a grade code with higher remuneration structures than the regular PhD candidate grade code (1017). In grade code 1378, the candidate is placed directly on a specific pay grade upon appointment. There is no automatic salary development due to seniority, and the only salary increase possible is the general increase given for all pay grades, or an increase through the annual local negotiations. However, the current minimum starting salary for grade code 1378 is pay grade 48 (one pay grade less than grade code 1017) and the maximum salary is pay grade 72.

Grade code 1378 should not be used unless the starting salary is at least pay grade 57, which is the top level of the pay scale for grade code 1017. If the PhD candidate is placed anywhere below pay grade 52, he/she will even suffer an economic loss from not being placed in grade code 1017.







### 3.4 Determining the Salary Level at the Beginning of the PhD Period

The salary level for a PhD candidate position should be stated in the announcement of the position. Before the announcement is made, the local trade unions have the right to discuss the salary level of the position. Usually, the local unions are given the announcements to read before they are published, and the union must react if the given salary level is not correct according to the Basic Collective Agreement or the local pay policy. Normally, all positions are announced with a salary level within a range of several pay grades. For example, a PhD candidate position may be announced with the salary level 'pay grade 50 to 55'. This would mean that the minimum starting salary for this position is pay grade 50, and the maximum starting salary is pay grade 55.

The actual starting salary within this pay range will be agreed between the employer and the employee, without the participation of the local trade union. This matter is subject to personal negotiations. Most employers will only offer the minimum starting salary, and it is up to the individual to demand and ne-

gotiate a higher salary level. If the employer will not comply with your demands, you must consider whether you will accept the position and renounce your demands.

As mentioned before, PhD candidates are granted fictitious pay seniority, and any other seniority that the person may have, will not be taken into account. According to the Basic Collective Agreement, for grade code 1017 *"no other rules for granting seniority shall be applicable"*. Therefore, your best bargaining card will be your qualifications and the labour market demand for it. If you succeed in negotiating a higher starting salary than the pay range given in the announcement, the employer must discuss this with the local trade unions. The reason for this is that the employment conditions should be equal and transparent to all potential applicants.

#### **Our Advice:**

We recommend that you demand a higher pay grade than the minimum, at least if you have any additional qualifications beyond your Master's degree, or if your specific qualifications are in demand outside academia. The worst thing that can happen is that the employer says no.

### 3.5 Salary Increases and Negotiations

As shown above, PhD candidates in grade code 1017 are assured a yearly salary increase by following the pay framework for the grade code. In addition, they will have a general salary increase due to changes of the main pay table. The central collective bargaining for the civil service takes place in the spring every year, and the resulting changes of the main pay table are usually valid from May 1 the same year. The Basic Collective Agreement for the Civil Service also gives options for locally decided salary increases. The following sections of the Agreement are relevant for PhD candidates (grade code 1017 as well as 1378):

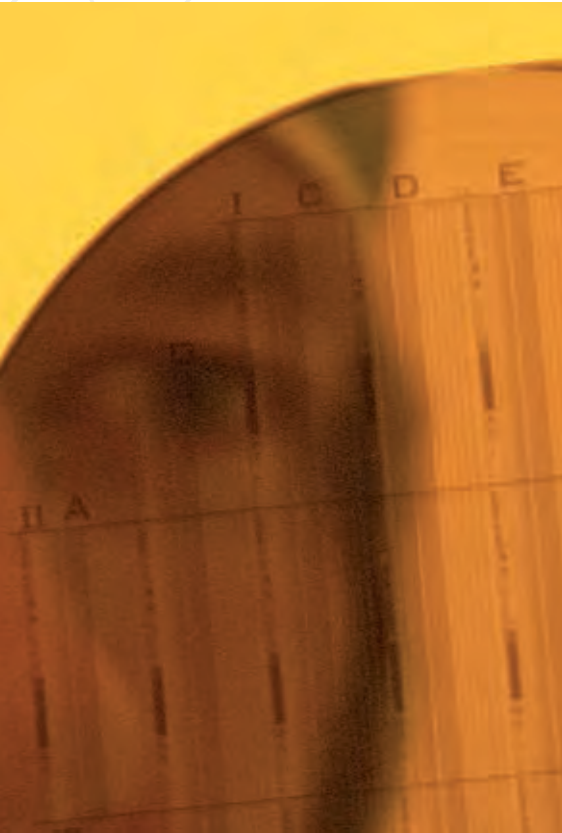
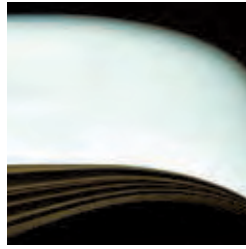
#### § 2.3.3 Annual Negotiations

The annual local salary negotiations are conducted in the autumn. Normally, funds for local negotiations are reserved from the central budget during the central collective bargaining, but this does not happen every year. Often, the interim settlements every two years are limited to negotiating salary levels only.

In the annual local negotiations, the local trade unions and the local employer representatives negotiate for individual salary increases. The basis for these negotiations is pay claims set forward by individual union members, and priorities made by the employ-

ers. The negotiating parties may also choose to give salary increases to *groups* of employees, but this is less common. The local trade union representative will inform the members about the upcoming negotiations, and ask them to make their written pay claims within a given deadline. The claims will then be prioritized by the local union, and put forward in the negotiations with the employers.

PhD candidates are regular employees, and their salaries make up part of the total annual pay costs, which is the basis for the funds set aside for local negotiations. Therefore, they have the right to be considered for individual salary increases just like every other employee. However, as PhD candidates hold temporary positions, and as they are placed in a pay framework, which ensures them a yearly salary increase (opposed to various other groups of employees), we see that it is harder for PhD candidates to succeed in the local negotiations. This is also because success in local negotiations is based mostly on your merits, and it is difficult for PhD candidates to prove their merits after a short period of employment. We do encourage you to make your claims for an individual salary increase anyway, but you should be aware that you must have solid justification for your pay claims. You should not be afraid of boasting your results and achievements, though.



### § 2.3.4 Special Premises

According to this section, the local parties may carry out negotiations if fundamental changes in work duties have occurred, which is rarely the case for PhD candidates. The local parties may also carry out negotiations if someone

has made *extraordinary work contributions*, or when there are *special difficulties in recruiting or retaining specially qualified manpower*. This means that if you have taken on new tasks that are especially demanding, or if you can document extraordinary efforts – like receiving a prize for your research, or being given a book contract for level II publishing – you may have justification for a salary increase. The same applies if you can document that your specific qualifications are in demand and that another employer offers you better salary conditions. Pay claims justified by special premises must be made through your local union representative, who will negotiate your claim with the local employer.

Another relevant section is 2.3.4.3: “*Where documented salary differentials can not be explained with anything other than gender, the employer shall, in consultation with union representatives, correct the salary differentials according to Section 5 of the Equality Act*”. This means that if you earn less than a PhD candidate of the opposite gender does, even though you have equal qualifications, seniority and work duties, you may have a legitimate claim for a salary increase. The employer has the burden of proof in these cases. This claim too must be made through your local union representative.

### § 2.3.8 Appointment in vacancies, etc.

According to this section (2.3.8.3), it is possible to claim a salary increase during the first year of appointment:

*“The employer can, up to 12 months after employment, and on transition from a temporary to a permanent position, reconsider the employee’s salary within the position’s pay range.”*

Pursuant to this provision, you may ask your employer for a salary increase during the first year. However, this is not a matter where the local union has the right to negotiate on your behalf.

#### **Our Advice:**

Take advantage of the existing opportunities to get a salary increase. Researchers often lose the local battle on salary, partly because they seldom make pay claims. Remember that every new employment contract is also an opportunity to negotiate your salary. If it is not covered during your performance appraisal, ask for a separate conversation with your employer concerning salaries. Pursuant to the Basic Collective Agreement for the Civil Service, you are entitled to an annual talk with your employer about ‘skills, responsibilities, salary and career development’ (Section 3.5).

### **3.6 PhD Candidates Outside the State Sector**

Collective agreements between trade unions and employer organisations can give private institutions the right to employ PhD candidates (see chapter 2.10). In order for NAR to enter into such an agreement, it must guarantee employment conditions and working conditions that are equal to the conditions pursuant to the regulations that apply to universities and colleges.

In the private sector, the salary level is not determined in the collective agreements. Salary levels are either negotiated in local agreements, or the employee must make sure that their employment contract ensures them at least the same salary increase as state employed PhD candidates.

#### **Our Advice:**

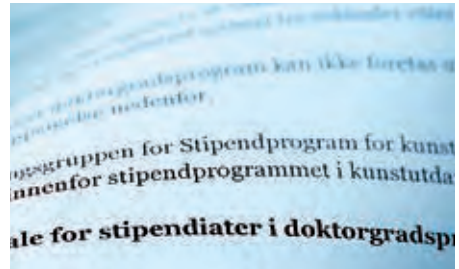
Follow the collective bargaining process for the civil service, and any resulting salary increases for PhD candidates. If you do not get the same increase as the state employed PhD candidates, you should inform your employer or the local union representative and ask for a salary increase.

## 4. The Norwegian Public Service Pension Fund – Pensions and Housing Loans

Membership of the *Norwegian Public Service Pension Fund (Statens Pensjonskasse)* is obligatory for state employees. They accumulate pension entitlements (retirement pensions as well as disability pensions) according to current pension rules, based on the length of their service and the contribution they have made to the Fund. All members pay two percent of their salary as a pension contribution each month.

All Pension Fund members can affiliate to the Fund's insurance scheme and apply for a housing loan, which provides one of the market's lowest interest rates.

Be aware that you lose the right to the favourable loan terms if you move to a job that does not provide membership in the Norwegian Public Service Pension Fund after your PhD period.



## 5. The Norwegian Association of Researchers – Your Union?

In Norway, 85% of employees in the state and municipal sector (55% of all employees) are members of a trade union. At higher education and research institutions, around 80% of the staff is organised. Norwegian trade unions play a significant role in the system of collective bargaining, in salary negotiations, and in defending employees' rights. The trade unions negotiate for individual salary increases for their members in the local salary negotiations at each workplace.

The Norwegian Association of Researchers (NAR) is Norway's largest trade union and special interest organisation for employees in research and higher education. We have 18.000 members, of which more than 1.400 are PhD candidates.

NAR strives to ensure good working conditions for PhD candidates, through direct contact with the Ministry and through our local branches at each university and university college. NAR also strives to ensure PhD candidates a competitive salary level. On

several occasions, we have succeeded in raising the salary level for PhD candidates during the central salary negotiations for the state sector.

In order to achieve better salaries and working conditions for PhD candidates, it is crucial that the PhD candidates themselves join a trade union. Traditionally, many Norwegian PhD candidates are unorganised – maybe because they see themselves more as students than employees. NAR membership is useful for you as a PhD candidate. Join us – it will pay off in the short run as well as the long run.

NAR also needs you. We need more PhD candidates as members if we are going to succeed in our policy towards this group. We also depend on recruiting among the younger researchers in order to keep our strong position at the work place: new members who can contribute with new knowledge and new impulses. The PhD candidates are an important resource in NAR's work, and we would like to involve you in our work.



## Membership Benefits

- PhD candidates pay a reduced NAR membership fee (55% of regular fee).
- NAR members are offered competitively priced insurance products and banking services, and they receive the monthly journal *Forskerforum* for free.
- NAR offers a range of courses, conferences and seminars for members, free of charge. Every year we hold a two-day seminar for PhD candidates.
- NAR negotiates salaries for its members in central negotiations as well as at the local workplace. We can assist you when your starting salary is determined at the time of appointment.
- NAR's main target is to obtain better salaries and working conditions for our members and to strengthen members' rights as employees.
- NAR's members can get free legal aid in matters regarding their salaries and working conditions.
- NAR's local branch at your workplace provides a professional and a social network.

- NAR is Norway's largest and leading trade union and special interest organisation for employees in research, higher education and dissemination of knowledge.
- NAR has more than 18 000 members and is affiliated with Unio – the Confederation of Unions for Professionals, Norway.
- NAR aspires to strengthen Norwegian research and higher education for the common good and for you as a member.
- NAR strives to achieve increased salaries and improved working conditions for its members.

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