Appendix 5

Protocol for PhD fellows

This appendix contains:

I. Protocol for PhD fellows

This protocol covers PhD students with a Master's degree who, in connection with enrolment at an institution of higher education in Denmark or abroad, are granted a fellowship for completing the PhD programme and in this context obtain employment.

The protocol also includes an agreement on PhD fellows enrolled at foreign institutions during the entire PhD programme (Appendix 5a) as well as an agreement on the conditions for PhD fellows enrolled at the European University Institute in Florence (Appendix 5b).

II. Agreement on remuneration of PhD students for work performed in connection with the PhD programme (Appendix 5c)

This agreement covers PhD students enrolled as PhD students, but not employed as PhD fellows. The agreement only applies to persons enrolled in the 4+4 programme and to persons whose PhD fellowship payments have ceased, but who have not completed their PhD dissertation.

Comments on the protocol for PhD fellows:
The PhD fellow's main workload consists of completing the PhD programme determined for the relevant PhD fellow in connection with his or her enrolment as a PhD student, see the Ministry of Higher Education and Science's Order No. 1039 of 27 August 2013, Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions (the PhD Order) (Bekendtgørelse om ph.d.-uddannelsen ved universiteterne og visse kunstneriske uddannelsesinstitutioner ph.d.-bekendtgørelsen (ph.d.-bekendtgørelsen)). Furthermore, the PhD fellow must, to a specified extent, perform work for the institution according to its directions, see Clause 7. In addition, PhD fellows may take on other paid work provided that this is compatible with the completion of the PhD programme and falls within the framework defined by the employer.

Reference is made to the following circulars:

1. *Circular of 18 September 2015 on the agreement on certain terms of employment of academic staff at universities (State Employer's Authority No. 044-15).*
2. *Circular of 18 September 2015 on the agreement on certain terms of employment of academic staff involved in research activities at archives, libraries, museums etc. under the Ministry of Culture (State Employer's Authority No. 046-15).*
3. *Circular of 18 September 2015 on the agreement on certain terms of employment of artistic/academic staff at the Royal Danish Academy of Fine Arts, Schools of Architecture, Design and Conservation, the Aarhus School of Architecture and Design School Kolding under the Ministry of Higher Education and Science (State Employer's Authority No. 045-15).*
4. *Circular of 5 July 2010 on the job structure for academic staff at the Geological Survey of Denmark and Greenland (GEUS) (State Employer's Authority no. 02410).*
5. *Circular of 22 September 2010 on the job structure for academic staff involved in research activities at the governmental research institutions (State Employer's Authority no. 029-10).*

Protocol for PhD fellows

1.-(1) Scope

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

PhD fellows are covered by the collective agreement on the terms and conditions set out in this protocol.

Employment under this protocol is conditional on the person in question:

1. Having obtained a Master's degree within one of the study programmes listed in Appendix A to the collective agreement; and
2. Being enrolled as a PhD student at an institution of higher education in Denmark.

It is normally a condition for employment that the person in question does not already hold a PhD degree.

Comments on Clause 1:
Only holders of a Master's degree may be employed under this protocol. The Master's degree is deemed to have been obtained when all grades have been awarded and documentation is available therefor in the form of a diploma or another statement from the educational institution. Where the study programme is completed with the submission of a written thesis, it is sufficient, however, if preliminary approval can be produced, i.e. a statement signed by the supervisor and the external examiner indicating that the thesis will be approved. The statement must be confirmed by the educational institution.

Medical doctors at institutions of higher education and governmental research institutions are covered by the protocol.

A PhD fellow enrolled at an institution of higher education in Denmark, but who, according to his or her study plan, completes part of the programme at a foreign research institution is also covered by the protocol during the stay abroad.

2.-(1) Appointment

PhD fellowships are normally advertised.

The period of employment is a maximum of three years if the PhD programme is planned as a full-time course of study, see, however, sub-clause (2) below. However, the period of employment can never exceed the period during which the person in question is enrolled as a PhD student.

The employment terminates without special notice at the end of the employment period.

(2) In the event of absence due to maternity/paternity/adoption leave, the appointing authority is obliged, upon application from the employee, to extend the employment period for a period corresponding to the duration of the period of absence.

The employment period may, as a maximum, be extended by the number of weeks of absence to which the employee is entitled during maternity/paternity/adoption leave. If the employment period expires during maternity/paternity/adoption leave, the employment period is extended as a maximum by the period of time during which the employee has been on leave in the employment period. The extension of the employment period is not commenced until at the end of the period of leave.

The employment period may also be extended in the event of long-term illness where such illness has demonstrably delayed the study programme or as a result of the employee doing military service.

Comments on Clause 2:
It is a precondition for appointment that the person in question has been enrolled as a PhD student. The date of employment cannot be prior to the study start date.

The three-year employment period is calculated on a full-time basis.

If a person is awarded an SU PhD scholarship before obtaining his or her Master's degree (for example under the so-called 4+4 scheme), the period as a PhD fellow must be reduced by the time with which the PhD programme is thus reduced after the Master's degree has been obtained.

In connection with appointment in accordance with the protocol, the institutions are requested to notify the relevant organisation thereof as soon as possible.

The PhD fellow's employer is the institution enrolling or issuing a letter of appointment to the PhD fellow.

In all other respects, appointment takes place pursuant to the Ministerial Order on the Appointment of Academic Staff at Universities (the Appointment Order) (Bekendtgørelse om ansættelse af videnskabeligt personale ved universiteter (Ansættelsesbekendtgørelsen)) applicable at any time.

3.-(1) Salary
Based on the employee's educational background and seniority, his or her pay grade is determined in accordance with the relevant base pay scale defined in the collective agreement.

(2) PhD fellows enrolled before having obtained a Master's degree, e.g. under the so-called 4+4 scheme, are placed on the base pay scale once the Master's degree is obtained, and the PhD fellow subsequently accumulates seniority in accordance with the collective agreement.

4.-(1) Supplement
Employees with a pay grade at base pay level 4 and above are awarded a non-pensionable supplement of DKK 14,900.

(2) In addition, local supplements may be agreed subject to the provisions set out in the collective agreement.

Comments on Clause 4:
PhD fellows are not covered by centrally or locally agreed supplements under sections 5(1) and 5(2) of the collective agreement.

5.-(1) Salary adjustment

The total pay in accordance with Clauses 3 and 4 is adjusted in accordance with section 7 of the collective agreement.

6.-(1) Pension contribution

The appointing authority pays a total pension contribution of 17.1%, one-third of which is considered the employee's own contribution. The pension contribution is calculated on the basis of the following pay elements:

1. 85% of the base pay;
2. Locally agreed permanent supplements; and
3. Locally agreed temporary supplements, unless otherwise agreed in the specific agreement on supplements.

(2) Upon the employee's request, the part of the pension contribution exceeding 16.8% may be paid as salary, see section 11 of the collective agreement.

7.-(1) Workload

The PhD fellow's study performance must meet the requirements set out in the plan for the programme, see the PhD Order, including the study trips required in accordance with the study plan.

(2) The PhD fellow must perform work for the institution of employment according to its directions, corresponding to 840 working hours for a three-year term of employment.

(3) If the work set out in Clause 7(2) exceeds the 840 hours performed for the institution of employment, the employee will be paid at an hourly rate corresponding to 1/1,924 of the annual pay set out in Clauses 3 and 4.

Comments on Clause 7:
No payment for additional work may be awarded to PhD fellows, see, however, 7(3).

The appointing authority is obliged to pay the full salary even though the institution does not utilise the 840 working hours, which are net working hours, within the three-year period. The work may include dissemination, research, teaching, library work or other academic activities (excluding administrative work) which may relieve the other academic staff members.

It is assumed that, in connection with the employment as a PhD fellow, both study plans and work tasks will normally be appropriately organised during the entire PhD programme period. It is also assumed that the tasks to be performed during the 840 working hours are normally finally agreed and mutually binding for one semester at a time.

Following a specific motivated request, the PhD fellow may in special cases be granted reduced working hours (reduction of the 840 working hours) against a corresponding salary reduction. Cancellation of all 840 working hours, for example, corresponds to the salary being reduced by one-sixth during the entire fellowship period. Upon agreement between the PhD fellow and the institution, an agreement may be made on work exceeding the 840 hours if this is compatible with the studies, see 7(3).

8.-(1) Leave

Unpaid leave may be granted subject to agreement between the PhD fellow, the educational institution and the appointing authority. The provisions on leave set out in the collective agreement are applicable in all other respects.

9.-(1) Termination of employment

PhD fellows are covered by the rules on termination and dismissal set out in the collective agreement, subject to the exception mentioned in 9(2).

(2) When the enrolment at the institution of higher education terminates or is terminated, the employment terminates without special notice, unless otherwise agreed.

Comments on Clause 9:
The employment terminates without special notice at the end of the employment period.

The enrolment may be terminated upon the PhD fellow's request or in accordance with the provisions of the Ministerial Orders on the PhD programme and the PhD degree issued by the Danish Ministry of Higher Education and Science.

Dismissal may not normally be motivated by lack of funding.

10.-(1) Reimbursement of expenses and relocation allowance

PhD fellows are not covered by the rules in the collective agreement on reimbursement of expenses pertaining to business trips and relocation allowance.

Comments on Clause 10:

This does not mean that expenses related to trips and stays abroad cannot be reimbursed in specific instances, the maximum limit for such reimbursement, however, corresponding to the rules applicable to travelling expenses as well as hourly and daily allowances for public servants.

Appendix 5a

Agreement on PhD fellows enrolled at foreign institutions during the entire PhD programme

PhD fellows enrolled on a PhD programme abroad during the entire programme may be employed under the protocol on PhD students on the following conditions:

1.-(1) Study performance

The PhD fellow must perform the work required for the programme, but he or she is not obliged to perform the work set out in 7(2) of the protocol on PhD fellows (Appendix 5).

2.-(1) Salary

The annual base pay amounts to DKK 231,987 net.

3.-(1) Pension contribution

The annual pension contribution totals DKK 43,265, consisting of the employee's own contribution of DKK 14,422 and the employer's contribution of DKK 28,843.

(2) Upon the employee's request, the part of the pension contribution exceeding 16.8% – i.e. DKK 759 – may be paid as salary, see section 11 of the collective agreement.

Comments on Clauses 2 and 3:
As is the case for other PhD fellows, the employer is the authority issuing the letter of appointment to the PhD fellow.

The salary and pension contribution are set out in annual basic amounts (31 March 2012 level). The salary is fixed on the assumption that it is tax-free in Denmark under section 33A of the Danish Tax Assessment Act (Ligningsloven). No allowance will, however, be paid concurrently with this under section 7, letter r, or section 9(5) of the Danish Tax Assessment Act, i.e. the PhD fellow will not be paid hourly and daily allowances during the stay at the foreign educational institution.

The pension contribution is calculated as 17.1% of DKK 297.660 of an annual basic amount (calculation basis).

Appendix 5a

Agreement on the conditions for PhD fellows enrolled at the European University Institute in Florence

1.-(1) Scope

The agreement covers PhD fellows enrolled at the European University Institute in Florence.

2.-(1) PhD degree programme at the European University Institute in Florence

The European University Institute in Florence was established by an intergovernmental convention and is co-funded by the EU Member States. The purpose and framework of the Institute are defined in the convention between the Member States.

The degree programme at the European University Institute in Florence is organised as a four-year programme. The PhD fellows are enrolled with a view to acquiring a PhD degree.

3.-(1) Salary and pension

During the first three years of study, PhD fellows enrolled at the European University Institute in Florence are covered by the agreement on PhD fellows enrolled at foreign institutions during the entire PhD programme, see the protocol on PhD fellows (Appendix 5a in the collective agreement for state-employed academics).

(2) If the PhD fellow meets the conditions for being granted a fellowship during the fourth year of study, the PhD fellow continues to be covered by the agreement on PhD fellows enrolled at foreign institutions during the entire PhD degree programme.

The salary during the fourth year is reduced by the value of the fellowship paid by the European University Institute in Florence.

(3) Pension contributions are paid in accordance with section 3 of the agreement on PhD fellows enrolled at foreign institutions during the entire PhD programme

Agreement on remuneration for PhD students for work performed in connection with the PhD programme

In accordance with the general agreement entered into between the Danish Ministry of Finance and the Danish Confederation of Professional Associations of 28 May 1991, the Ministry of Finance and the Danish Confederation of Professional Associations agreed on the following remuneration for PhD students for work performed in connection with the PhD programme.

Comments:
This agreement only covers PhD students ***not*** *covered by the protocol on PhD fellows.*

These are, for example, PhD students:

1. *Enrolled in a PhD programme before having obtained a Master's degree; or*
2. *Enrolled in a PhD programme after having obtained a Master's degree, but not employed as PhD fellows (e.g. a person whose PhD fellowship has terminated, but who has not yet completed his or her PhD dissertation).*

If the employment is for a duration of more than one month, and if the average weekly working hours exceed eight hours (calculated over a four-week period), the employer must notify the employee in writing about the conditions of employment (see the Ministry of Finance's Circular of 14 June 2002 on the obligation of the employer to inform the employee of the terms of employment).

1.-(1) Scope

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

(2) The work tasks consist of teaching, assistance in connection with research projects, dissemination and other work which may relieve the other academic staff members.

2.-(1) Salary

A basic hourly rate of DKK 199.22 per working hour applies.

(2) The salary is paid monthly in arrears.

3.-(1) Salary adjustment

The hourly rate mentioned in section 2 is adjusted in accordance with the provisions thereon in the collective agreement.

4.-(1) Holiday allowance

In addition to the hourly rate (see section 2), holiday allowance is paid in accordance with the provisions of the Danish Holiday Act (Ferieloven), currently at a rate of 12.5%.

5.-(1) Termination etc.

The employment terminates without special notice at the end of the employment period.

(2) In all other respects, the employment may be terminated according to the applicable terms of notice for hourly paid non-salaried staff stipulated in the collective agreement.

A longer notice may be agreed between the employer and the employee for the individual employment contract.