



PhD Candidate? Know your rights!

The Norwegian
Association of Researchers'
Handbook for
PhD Candidates

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Dear PhD Candidate!

The major societal challenges we face require more researchers and greater research efforts. 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 business sectors.

It is you who are taking a PhD education today 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, contribute to innovation and new jobs, and find new ways to combat climate change. Exciting tasks await you, both during your PhD period 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. 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 what your rights are, and what it takes to improve your working days. This is why we have issued this handbook. We hope that you will find it useful, and that you will choose to join Forskerforbundet as a member. We will continue working for the improvement of your rights, working conditions and status as PhD candidates. You can read more about this in Forskerforbundet's Work Programme, which is published on our web site.

Wishing you all a prosperous PhD period,



Guro Elisabeth Lind

President,

Forskerforbundet — the Norwegian Association of Researchers



1 Acts and Regulations Applying to the Employment of PhD Candidates

As a PhD candidate, your rights and terms of employment are regulated by several laws and regulations. We will refer to some of them in this handbook, of which the most important are:

- The Working Environment Act, an act that applies to all employees in Norway, regardless of nationality or employer. The act defines common rights regarding the working environment, work hours, employment agreements and more.
- The Act relating to universities and university colleges of 8 March 2024 (Section 7-6 (1) g) defines the legal basis for the PhD position and links this to universities and colleges.
- The Regulations to the Universities and University Colleges Act with effect from 1 August 2024 lays down the terms of employment for PhD candidates.
- The Basic Agreement (*Hovedavtalen*) and The Basic Collective Agreement (*Hovedtariffavtalen*) in the state sector regulates codetermination and salary levels, as well as working hours, pensions, paid/unpaid leave and holidays, for all state employees. The agreements are renegotiated every second year (*hovedoppgjør*). Similar agreements exist for employees of the municipal and the private sectors. In addition, each institution has its own regulations. These local regulations may strengthen employees' rights but cannot weaken the rights regulated by national acts and regulations.
- As a PhD candidate, you are both a student and an employee. All institutions with a PhD programme have their own regulation for PhD candidates. These local regulations regulate conditions related to "student life" as a doctoral candidate and not working conditions as an employed PhD candidate.

2 Terms 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 three to four years, as it is defined as a teaching grade. As a PhD, your terms of employment are therefore somewhat different from the normal terms of employment for temporary positions. The position is pursuant to the Act relating to State Employees, the Act relating to Universities and University Colleges and to the national regulations concerning terms and conditions of employment. For PhD candidates who are not employed by a university or a university college, there are some differences with respect to salaries and working conditions. See chapters 2.12 and 3.5 for more information.

The goal of the PhD period is to achieve a doctoral degree, which qualifies for academic positions at the level of associate professor. The purpose of the regulation is therefore to secure the time necessary to finish a thesis, normally in the course of three years. PhD candidates have, like other workers in Norway, a work week of 37,5 hours, and holiday as stated in acts and collective agreements.

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 workplace, the work tasks and the conditions and obligations for the position. An employment contract for PhD candidates can include documents specifying the supervisor's responsibilities, a description of the doctoral project, a plan for the completion of the doctoral education and a career plan.

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 Admission to a PhD programme

Admission to a PhD programme is a condition for employment as a PhD candidate. In order to be employed as a PhD candidate, admission to a doctoral programme is therefore required, or that there is a binding agreement on admission if it takes time to formalize an admission. Failure to be admitted to a doctoral programme or breach of the employment contract can lead to the termination of the employment relationship according to the provisions of the Working Environment Act, Chapter 15. If a PhD candidate wishes to change doctoral programme, this must be done in consultation with and be approved by the employer.

2.3 Career plan and career guidance

The employment regulations stipulate that a career plan must be drawn up that specifies the competence the PhD candidate should acquire, that the institution is responsible for its follow-up and that the PhD candidate must have access to career guidance throughout the doctoral education. The employer is therefore obliged to draw up a career plan for the PhD candidates, and to ensure that they have access to career guidance throughout the term. Career guidance means information, activities and individual career guidance conversations that strengthen the PhD candidates' pre-

requisites for making choices and managing transitions throughout their career, both inside and outside higher education or research institutions.

2.4 The length of the employment period

According to the Universities and University Colleges Act, the term should be three to four years, in a full-time position. According to the regulations, the employer must "take into account the nature of the work and any time for other career-promoting work" when determining the length of the term. It is an invariable requirement that at least three full years of the total period of appointment must be dedicated to doctoral work. The minimum length of an employment period as a PhD candidate is therefore three full-years, but the position can also include other career-promoting work for up to one year. It is also possible to extend the term period up to a maximum of four full years during the employment period, if there is a mutual desire to add, or increase the scope of, other career-promoting work at a later stage.

It is possible to have a reduced position for all or part of the period, by agreement with the employer or as a result of provisions in law and contractual agreements related to illness, disability, care duties, etc. In that case, the employment period must be extended accordingly, so that the doctoral education in total corresponds to three ordinary man-years.

2.5 Doctoral education and other career-promoting work

The organized doctoral education includes the research work (thesis), and compulsory course activities linked to a doctoral programme. The doctoral education forms the core of the work obligation, but depending on the period of employment, the PhD candidate may also be assigned other career-promoting tasks.

Previously, this was referred to as *compulsory duties*, but in the new employment regulations it was changed to "other career-promoting work" to make it clear that such work must be relevant to the employee's future career, whether it is at higher education or research institutions or in other sectors. Examples of other career-promoting work are educational work, development of educational competence and Norwegian skills, application work, communication, contribution to research communities and innovation work or hosting with or collaboration with public or private actors. These working hours are not meant to be used for administrative duties.

It follows from the above that PhD candidates who are employed for three years must not have other career-promoting work, while time beyond three full-time years constitutes such work. The content of the career-promoting work should be stated in the employment agreement.

It is the employer's responsibility to ensure that the scope and content of the career-promoting work is correct and adapted to the individual PhD candidate, but this can quickly become the candidate's problem. Many PhD candidates, for example, find that preparing for teaching takes a long time the first time you do it. Certain employers have taken the consequences of this and allow more time for preparation for PhD candidates than for permanent employees. If this is not the case where you are a PhD candidate, it may be wise to agree on a repetition of more or less the same teaching over several semesters.

Our advice:

- Ensure that any career-promoting work is specified in the employment contract; get clarity on the content early on, and that the scope does not exceed the agreed proportion of the employment period.

2.6 Should one take on other duties?

No PhD candidates shall be required to work beyond the doctoral education and the career-promoting work specified in the employment agreement. Many candidates are nevertheless asked to undertake other work tasks (teaching, supervision, etc.) in return for compensation. This is up to the individual to assess. It can be useful experience and exciting work, but at the same time something that can delay the thesis work. Both the PhD candidate and the institution benefit from the doctoral education being completed in approximately the stipulated time. Therefore, both parties should be careful about entering into agreements on extra work. In that case, this should be agreed as an extension of the PhD period, as the employment regulations allow for up to four years (§ 3-17 (4)). If the institution has an extraordinary, time-limited need in research, supervision or teaching, you can agree to take leave from the PhD position and be employed temporarily in another teaching or research position for up to six months.

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 pay. In this way, you not only secure your full salary, but also your full rights as an employee for a longer period.

2.7 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. Since July 2023, the rule has been clear that you have the right to an extension for such absence from day one and to the same temporal extent as the absence.

As a rule, the employment period for PhD candidates cannot be broken, but candidates can 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.

If you as a PhD candidate are delayed as a result of unforeseen obstacles related to the work, the employer can in special cases also grant an extension of the employment period. The condition is that the delay cannot be blamed on you and that you will be able to complete your doctoral education before the end of the extension period. In practice, it often works in such a way that an extension is given to those affected by unforeseen events that delay the work, especially if the institution is to some extent responsible for it. Examples of this are lack of guidance, the allocation of disproportionately large/long-term projects, or that the necessary infrastructure has not been made available as expected.

You are also entitled to an extension for time spent in central management positions in organizations linked to the recruitment positions (e.g. The Association of Doctoral Organisations in Norway, SiN).

Our advice:

- Keep track of and document all your absences. Also document the reasons for any delay, and if you apply for an extension, show that little work remains to be able to complete the thesis work/doctoral education.

2.8 Employer responsibility and personnel management

The institution that employs you has the personnel responsibility for you, regardless of how your PhD position is financed. Primarily, the head of the department where you are employed will be responsible for you. Ultimately, the personnel department of the institution and the top executive at the institution (for example the 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:

- Do not hesitate with contacting the person who has the personnel responsibility for you if you are uncertain about your terms of employment, doctoral education, or supervision.

2.9 Language requirements and other duties

As a follow-up to the *Action Plan for Norwegian professional language in academia*, a provision has been introduced on Norwegian competence for PhD candidates. Swedish and Danish languages are equated with Norwegian, but if you cannot document Norwegian skills at level A2 upon employment, then you are obliged to complete Norwegian training corresponding to at least 15 study credits before the end of the employment period. The employer, in turn, is obliged to offer and facilitate the necessary language training and follow-up for employees who lack Norwegian competence. It is a prerequisite that this takes place during the working hours set aside for career-promoting measures and is included in the career plan.

2.10 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 at least one month's written notice that the contract will expire. According to the Act relating to State Employees, § 9 (3), state employees who have had a temporary appointment of at least three uninterrupted years with the same employer shall be regarded as permanently employed. However, fixed-term positions like PhD candidates are exempt from this rule. This applies regardless of whether the total length of service is over three years.

Likewise, a PhD candidate upon completing their PhD degree will not have right of preference to another appropriate post (see regulation to the Act relating to State Employees, § 8). If, on the other hand, the PhD candidate moves directly into another temporary employment, which is not for a fixed term, the provisions on job security and preferential rights may apply if the total length of service amounts to more than three years. However, it is stated that "in the case of a direct transfer from a position as PhD candidate to another position, time spent on doctoral work is not included in the period of employment" (regulations to

the State Employees Act § 9 (3) and the employment regulations § 3-19 (6)). Leaves of absence or extension of the term are also not included in the employment period. This means that in such cases only the time used for other career-promoting work during the term period is counted and included in a continuous period.

Breaks between employments that the employer constructs to prevent continuous service time – known as “airing” – are not permitted. If you are illegally temporarily employed, the consequence is that you are entitled to permanent employment (cf. State Employees Act § 38 (1)). Read more about temporary employment and your rights at forskerforbundet.no.

Note: The wording that doctoral work should not be included is only relevant to the issue of job protection and not to other issues involving length of service and seniority.

2.11 Unemployment after the period of appointment

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. 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.

PhD candidates are not entitled to unemployment benefits while preparing the public defence of their thesis. Therefore, PhD candidates are not regarded as genuine job seekers in the last two weeks before their public defence.

As a general rule, PhD candidates who have not submitted their thesis by the end of the appointment period cannot continue to work on their thesis and at the same time qualify for unemployment benefits. In our experience, it is NAV's practice to regard any work on a doctoral thesis as an educational activity, even if the work is done outside working hours. NAV therefore routinely denies unemployment benefits to PhD candidates, as they are not considered genuine job seekers. In order to be entitled to unemployment benefits, applicants must therefore stop all work on their doctoral thesis and get a written confirmation from their supervisor that all supervision has ceased.

Forskerforbundet finds it quite unacceptable that applicants are excluded from working on their thesis on their own spare time, outside regular working hours. We are pursuing this question with the authorities.

2.12 PhD candidates who are not employed at universities or university colleges

Private colleges

The university and college regulations also apply to accredited private institutions. The conditions in the regulations therefore also apply to PhD candidates employed at these institutions.

State-owned research institutes

The regulations on terms of employment for PhD candidates also apply to state-owned research institutes. This follows from the Act relating to State Employees § 9 (4) and the regulations § 5 (5).

Other non-governmental institutions

Non-governmental institutions outside the university and college sector are not bound by the university and college regulations, or the Act relating to State Employees. These institutions are bound by the Working Environment Act, which gives no legal basis for the temporary appointment of PhD candidates. Hospitals, health enterprises and private research institutions therefore have to negotiate an agreement with the trade unions in order to have the legal right to employ PhD candidates.

The prerequisite for us as a trade union to enter into such agreements is that the employment and working conditions for PhD candidates must be at least as good as the regulations prescribe. The salary terms must either be negotiated in a separate local collective agreement or in the individual's employment contract (see chapter 3.5).

Our advice:

- If you are not employed by a university or university college, make sure that your employment is legal, that it is pursuant to the regulations, and that a collective agreement regulates your salary and working conditions (your local union representative can help you). As a minimum, you should have the same working conditions as state-employed PhD candidates.

3 Salaries

The salary level for state employed PhD candidates is adjusted through central and local negotiations. In the central negotiations, Unio (the Confederation of Unions for Professionals) represents Forskerforbundet, and in the local negotiations, the local representative from Forskerforbundet represents its members. If you are not employed in the state sector, see Chapter 3.5.

PhD candidates have a minimum wage, which is set in the collective agreement. In addition, all PhD candidates who are a member of Forskerforbundet get a yearly, automatic salary increase of 3% in up to four years. If you are a PhD candidate for more than four years, then you will not get an automatic salary increase after the fourth year. However, you will still be able to increase your salary through the negotiations described below.

3.1 Central negotiations

As mentioned above, PhD candidates get an automatic, yearly increase in salary. This is a result of negotiations between Unio and the state (in this context, the state is an employer). Central negotiations are conducted yearly, but the whole collective agreement is only negotiated every second year, in the process called *the main settlement*, or "hovedoppgjøret" in Norwegian. Here, both salary levels and other working conditions are negotiated. In the years between the main settlement, the negotiations are only about salary levels.

At the moment (September 2024), there are two collective agreements in the state sector. One covers the members of the main organisations Akademikerne and Unio. In this agreement, the yearly salary increases are defined through percentages, as in the 3% yearly salary increase mentioned above. If you are a member of Forskerforbundet working in the state, your salary will be stated in NOK, not as a pay grade, and the yearly salary increase will vary depending on which 'salary ladder' you belong to. PhD candidates have their own ladder – the ladder of 3% yearly increase in up to four years.

3.2 Negotiations at start of employment

PhD candidates have, as other employees, the right to negotiate their starting salary. Here, the candidate negotiates themselves, but you may contact your local union representative before the negotiation to ask about salary levels for PhDs at your institution. Since you get a yearly salary increase of 3%, your automatic salary increase will be higher if you have a better starting salary.

The salary level for the position should be stated in the announcement of the position. Minimum yearly starting salary for PhD candidates is, as of 1 May 2023, 532 200 kr. It is worth noting that this is the minimum salary level, and that the employer is free to hire PhD candidates with a higher salary. It is also worth noting that the current minimum wage placement only applies to candidates hired after May 1, 2022. PhD candidates who were hired before this date follow the minimum wage that was valid at the time of their employment.

Most employers will only offer a minimum salary, and it is therefore up to the individual PhD candidate to negotiate a better starting salary. You may have some good reasons for getting a higher salary if you are especially competent and/or if your skills are sought after elsewhere. Previous work experience does not give you the right to a higher salary, but it can be used as an argument in the negotiations.

Our advice:

- We recommend that you demand a higher starting salary than the minimum wage, especially 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.

3.3 Annual salary negotiations

In addition to central negotiations, salary negotiations are held annually at each institution, between union representatives and the employer. The union representatives negotiate salary increases for their members, based on pay claims sent in by the members. In the state sector, these negotiations happen every autumn.

Since PhD candidates are secured an automatic, yearly salary increase of 3%, other groups tend to be prioritized in the local negotiations. Still, we recommend that you submit a salary claim if you have good reasons for why you deserve a higher salary, for instance if you have achieved something unique or if you have taken on an extra workload. All employees in the state, and many in other sectors, have the right to a yearly salary conversation with their leader – you should use this chance to discuss your wish for a higher salary. In addition, your employer must consider if you have the appropriate salary level during the first year of your employment.

3.4 Salary negotiations on special grounds

PhD candidates in the state can, as other employees, forward a salary claim outside of the regular negotiations if there has been significant changes in their work tasks or if they wish to be rewarded for extraordinary work effort. Thus, if you have achieved something extraordinary, like publishing an article in a well-known journal or receiving an award, then you can ask for a higher salary. The same is true if you are offered better working conditions or salary at another institution. This is not so common when you are a PhD candidate, but if you are considering changing jobs, then offers from other employers can be used as an argument for increasing the salary of your current job. If you want to forward a claim, you should talk to your local union representative – they will negotiate for you.

Our advice:

- Take advantage of the existing opportunities to get a salary increase. Researchers often lose the local wage battle, partly because they seldom put forward pay claims. Also, remember that every new employment contract is an opportunity to negotiate your salary.

3.5 PhD candidates outside the state sector

Forskerforbundet has an agreement with the employer organization Abelia which allows for the employment of PhD candidates at private research institutes (see Chapter 2.12). Forskerforbundet does not enter into such agreements if the work conditions do not correspond to those at the universities and university colleges.

The salary level of PhD candidates is not set in collective agreements outside the state sector. At private research institutes, the level is usually negotiated in a local agreement between the union representatives and the employer. At smaller institutions, however, there might not be any agreement that defines the salary level, and it is up to the PhD candidate to make sure that they get the same salary as PhD candidates in the state, and have the same yearly salary increase.

Our advice:

Pay attention to how the salary level of PhD candidates is affected by different negotiations (you can get updated information about negotiations at forskerforbundet.no). If your salary does not match that of PhD candidates in other sectors, talk to your manager or your local union representative.

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.

All Pension Fund members can affiliate to the Fund's insurance scheme and apply for a housing loan. 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. NAR membership also entitles you to favourable insurance schemes and housing loan interest rates.

Forskerforbundet membership also entitles you to favourable insurance schemes and housing loan interest rates.

5 Forskerforbundet – Your Union?

In Norway, 85% of employees in the state and municipal sector are members of a trade union. At higher education and research institutions, around 80% of the staff is organized. 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.

Forskerforbundet – 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 26,000 members, of which around 2,000 are PhD candidates.

Forskerforbundet strives to ensure good working conditions for PhD candidates, through direct contact with the authorities and through our local branches at each university and university college. Forsker-

forbundet also strives to ensure PhD candidates a competitive salary level. On several occasions, we have succeeded in raising the salary level for PhD candidates through the central and local 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. Forskerforbundet 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.

Membership benefits

- We have a dedicated website with useful information for PhD candidates: forskerforbundet.no/en/phd.
- As a PhD candidate, you pay a reduced fee: 25 % of the regular fee in the first year as a member, then 50 % of the regular fee for the rest of the PhD period.
- Members are offered competitively priced insurance products and banking services.
- We offer a range of courses, conferences and seminars for members, free of charge. This includes webinars for PhD candidates and postdocs in English.
- We negotiate salaries for our 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.
- Our main target is to obtain better salaries and working conditions for our members and to strengthen members' rights as employees.
- Forskerforbundet safeguards your rights – Including immaterial rights – vis-à-vis your employer. You get free legal assistance in matters concerning your pay and working conditions or the relationship with your supervisor or workplace.
- Forskerforbundet's local branch at your workplace provides a professional and a social network.

- Forskerforbundet — the Norwegian Association of Researchers – is Norway’s largest and leading trade union and special interest organisation for employees in research, higher education and dissemination of knowledge.
- Forskerforbundet has around 26,000 members and is affiliated with Unio — the Confederation of Unions for Professionals, Norway.
- Forskerforbundet aspires to strengthen Norwegian research and higher education for the common good and for you as a member.
- Forskerforbundet strives to achieve increased salaries and improved working conditions for its members.

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