



Know Your Rights about End of Contract!

*A survival booklet for empowered PhD candidates
Version 1 – November 2020*

A. Purpose of the Booklet

We have noticed that PhD candidates would like to know more about their rights. Inspired by the work of Promovendi Netwerk Nederland (PNN) at the national level, we decided to make, in collaboration with the Graduate School, an easily accessible booklet for PhD candidates at TU Delft. This booklet includes information on your rights and opportunities for support at the national, university and faculty level, all in one. We hope you find it useful! If you have comments, remarks or suggestions, please write us at upc-org@tudelft.nl!

B. What kind of PhD are you? How does it affect your rights?

You can navigate the following image in order to discover where do you stand in the spectrum of formal classification of PhD candidates. Labour agreements are only for employees, thus the information in this guide is meant to inform PhD candidates who are formally employed by TUD. We are working in order to gather information about the rights of the other types of PhD candidates. If you already have some information, please share it with us.

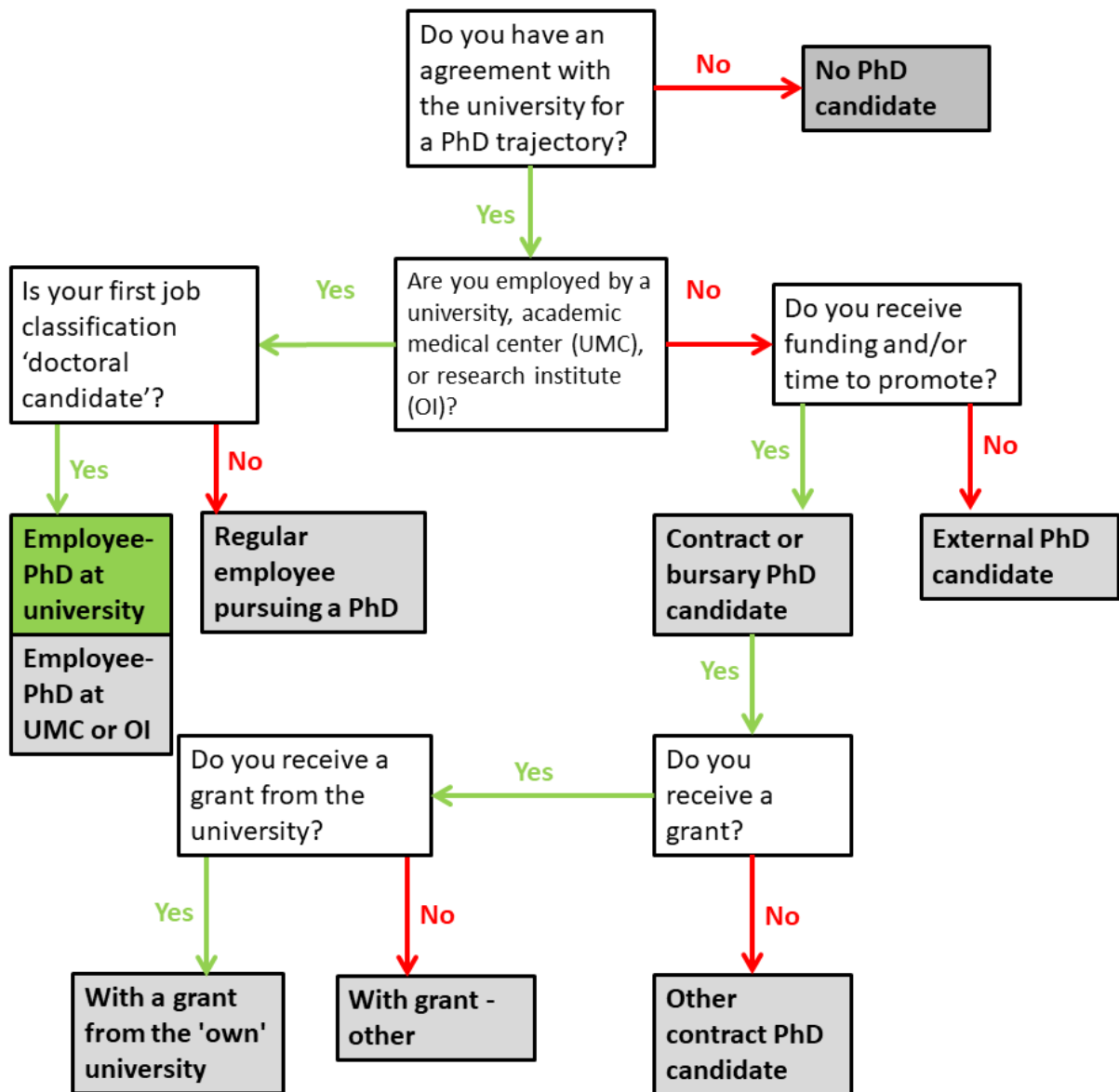


Figure 1. Types of PhD trajectories (Source: PNN)

For more information about rights of PhD at national level, go to the website of PNN: hetpnn.nl/kyr/.

1. What are your rights around the end of your contract?

It is the rule rather than the exception that finishing your dissertation takes longer than the duration of your contract. Employee-PhD's with a full appointment mostly have four-year employment contracts with the university. However, many PhD students need more time: most research points to an average duration of five years. The fact that this is common practice could be an incentive for your employer to offer you a contract extension.

1.1 Contract Extensions

If your contract expires and is not renewed, your formal employment with the university ends. If this happens and your thesis is not yet finished, this could put you into a difficult position. But once your contract has expired, you can unfortunately no longer claim a great deal of the rights you had as an employee.

Who is involved in your application for contract renewal?

It is not just your supervisor who decides on the extension of your contract. Such an application involves many different parties. This is a general description of the work process:

1. The application for renewal will be dealt with by your immediate superior. It helps if you already discussed and prepared your application for renewal with the significant actors from your department, such as your direct supervisors and university project managers. They may be consulted in the process of assessing your application.
2. Your application will be provided with advice by the P&O-advisor (Personnel & Organization, or HR) at faculty level (ask you faculty graduate school).
3. The application is provided with financial advice by the controller or financial employee of the faculty.
4. The application, together with all of the advice, is assessed by the faculty's Operations Director (*directeur bedrijfsvoering*).

Contract Extension for the Corona Induced PhD- Delays

As per the CAO-NU (Collective Labour Agreement for the Dutch Universities) 2020, appendix E5, there is funding available for extending PhD contracts (and temporary in general). More can be found [here](#).

1.2 Unemployment benefits

In the event you become unemployed, you may claim benefit in accordance with the Unemployment Act (*Van Werk naar Werk*, WW). You should apply for benefits at the Employee Insurance Agency (UWV).¹ Expiry of a temporary contract is also considered a form of dismissal. You should fulfil the following requirements:

- You lose five hours or more of your work per week and you are no longer entitled to receive a salary for those hours. Even if you lose part of your job, you can apply for

¹ Universities are obliged to bear their own risk for WW benefits. If you become unemployed, the costs of the WW benefit are paid to you by the UWV, but they will charge the costs to the university.

unemployment benefits. Overtime or temporary extra hours worked also count. Be aware: If you immediately get a new job for the same number of hours or more after you become unemployed, you will not be able to receive WW benefits to supplement your income – even if you receive less pay.

- You are immediately available for paid work. This entails that you should *not* make arrangements for unpaid activities if this does not allow you to start a new job immediately.
- You have worked at least 26 weeks in the last 36 weeks before you became unemployed. If you were ill, on maternity leave, or if took unpaid leave, a period before this is chosen in which you worked for at least 26 weeks.
- You did not get unemployed through your own fault.

The value of your benefit can be calculated as follows:

1. From the salary you earned in the year before you became unemployed, a 'daily wage' (*dagloon*) is calculated.
2. This amount multiplied by 21.75 is your monthly unemployment benefit.
3. The first two months of your unemployment, you receive 75 percent of this monthly benefit. After this, the amount is reduced to 70 percent.

1.3 Courtesy privileges

It appears to be fairly common practice that PhD candidates whose contracts expire are offered temporary courtesy privileges (*gastvrijheidsverlening*) by the university, to finish their dissertation. This involves granting permission to individuals who have no other formal relationship with the university to carry out certain activities at the university, without requiring any compensation from the university, except for an expense allowance.

Conditions for most courtesy privileges outline that the activities *must not be part of the core activities of faculty employees*. As you might have been previously employed as a PhD candidate, your activities obviously fall under the core activities of the faculty employees. In fact, you may assert that there is fictitious employment and you could demand an appropriate salary through litigation. Jurisprudence concentrates on the factual circumstances and not on whether the parties have made other arrangements.

In addition, if you receive unemployment benefits, you run the risk that these benefits may be withdrawn. *You will have to receive permission from the Employee Insurance Agency (UWV) to carry out tasks at the university*. The activities may not be a barrier to finding and accepting a new job.

1.4 Dismissal and resigning

The university may terminate your employment before its end date on reasonable grounds. Examples of reasonable grounds are long-term incapacity for work, business termination or incapacity for a job. In the event of premature termination of a temporary contract, the following termination periods apply:

1. One month if you have been employed for less than six months.
2. Two months if you've been employed between six and twelve months.
3. Three months if you've been employed for at least 12 months without interruption.

These same terms apply if you choose to resign yourself.

In the event of termination, your end-of-year bonus should be paid simultaneously with the very last salary payment. You should receive your holiday allowance over the period between the end of the last period for which the allowance was paid and the dismissal date.

1.5 Transition allowance²

If your contract ends, you can apply for a transition allowance. This allowance is intended to give you the opportunity to retrain or to start your own business. Again: *expiry of a temporary contract is also considered a form of dismissal.*

You cannot apply for this allowance if you resigned yourself. Moreover, *if you sign a termination agreement* (also known as a *vaststellingsovereenkomst*) with your employer, you make agreements about the allowance. In that case, you will not receive a transition allowance.

A final caveat is that your appeal to a transition allowance expires if you get offered a new contract by the university – regardless of whether you accept it. This does not consider proportionality of the new contract. Technically you can be offered a much smaller contract and will still be denied the transition allowance. This is a major shortcoming in the current legislation, which should be considered in the next negotiations.

As of 1 January 2020, the height of the transition allowance is calculated as follows (not retroactively):

- $1/3 \text{ monthly salary per full year of service from your first working day} + \text{gross salary received over the remaining part of the employment contract} / \text{gross monthly salary} \times (1/3 \text{ gross monthly salary} / 12)$

This formula is also used to calculate the transition allowance if the employment contract has lasted less than one year.

More information:

- [cao-NU](#):
 - Article 3.4: End-of-year bonus, sub 2
 - Article 3.11: Holiday allowance, sub 6
 - Article 8.1: Termination and dismissal order
- [Employee Insurance Agency](#) (UWV), from who you receive the WW-benefits
- [Promoveren in Nederland \(Dutch only\)](#) (Rathenau Institute)

² Sometimes an employer leaves employees in so-called 'dormant employment' (slapend dienstverband) to avoid paying transition allowances. The Dutch Supreme Court recently ruled that employers are obliged to put an end to dormant employment.