December 2, 2019

To whom it may concern,

We, the PhD students<sup>1</sup> of the University of Groningen Scholarship Experiment (UG and Experiment), compose this Manifesto to address the financial inequality and insecurity induced by the Experiment, which affect our research, our working prospects and our private life. We expose the problems that we face and state our demands which, if met, would significantly improve the quality of our work, our private life and equality within the UG. Due to our student status, we are not represented by a labour union (such as the *Vakbond voor de Wetenschap*).<sup>2</sup> Therefore, we are compelled to take action ourselves.

The official aim of the Experiment as stated in the Decree on the PhD training programme experiment<sup>3</sup> (The Decree) is: '(...) to investigate whether, by introducing a new PhD programme as the third cycle in the Bachelor's-Master's system as defined in the Bologna Declaration, the number of university PhD graduates will increase, whether opportunities for PhD students to submit and carry out their own research proposals will improve and whether the position of PhD graduates in the labour market will improve, thereby advancing the knowledge society'. Even though the Experiment has created more PhD positions than there would be usually available, the Experiment fails to take into account the well-being of the PhD scholar-ship students. <sup>4</sup> We present this Manifesto as proof that the Experiment has adverse effects on the research climate in the UG, which by article (art.) 14 of the Decree can be taken as a basis for termination of the Experiment. In the event the Experiment ends prematurely or otherwise, the Decree states that: '(...) the universities will give the PhD training-programme students who have not yet graduated the opportunity to complete the PhD programme as employees of the university'. <sup>5</sup> Therefore, we ask the following demands to be met:

- 1. **Termination** of the Experiment in the UG/University Medical Center Groningen (UMCG).
- 2. **Equality**, meaning that, in accordance with the Decree, PhD scholarship students are given the choice to convert their scholarship contract to an appointment (or as of 1 January 2020 an employment contract),<sup>6</sup> as there are no significant differences between both positions.
- 3. **Compensation** for the work done on a scholarship contract by the exact payment differences, including vacation allowance and 13th-month bonus.

The Manifesto is structured as follows. Section 1 describes the current reality of the Experiment within the context of the UG work environment. Section 2 describes the inadequate information given before signing the scholarship contract, which goes against the demands of the Decree.<sup>7</sup> Section 3 describes the vulnerable position a PhD student is in. In section 4, we

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 $<sup>^2{\</sup>rm This}$  is the labour union that represents all academic staff.

 $<sup>^3</sup> Be sluit\ experiment\ Promotie on der wijs.$ 

<sup>&</sup>lt;sup>4</sup>In the upcoming text, PhD scholarship students are referred as 'PhD students'; employed PhD students as 'PhD employees' and 'PhD candidates' stands for all the PhDs at the University of Groningen, irrelevant of the contract they have.

<sup>&</sup>lt;sup>5</sup>Art. 8.3 of the Decree.

<sup>&</sup>lt;sup>6</sup>Currently, PhD employees still have an 'appointment' at the UG because of their status as public servant. As of 1 January 2020, The Public Servants Standardisation of Legal Status Act enters into force and will convert 'appointments' to 'employment contracts'.

<sup>&</sup>lt;sup>7</sup>Art. 12 of the Decree.

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conclude with the results of the Experiment from the students perspective. Final pages include the signatories.

## 1 The Current Reality of the Experiment

It is important to state that while contractual positions differ, in practice, both PhD students and PhD employees perform virtually the same employment activities. Hence, one of the statements of this Manifesto is that the reality does not justify this unequal, unfavourable treatment of PhD students.

### 1.1 PhD Students' Legal Status and 'Benefits'

While the student status does bring some benefits to PhD students, such as a discounted ACLO-membership<sup>8</sup> or USVA-courses<sup>9</sup> at student prices, the benefits stated in the Addendum to the PhD scholarship student agreement (Addendum), are in practice available to all PhD candidates. Moreover, whether or not the benefits of the Addendum actually exist often depends on the case-to-case relationship between the PhD students and their supervisor(s) and/or their department. Most importantly, these limited benefits to being a student do not outweigh the benefits that PhD students are denied by the state and the University as a consequence of being 'fictitious employees'.

Table 1 presents and gives an overview of the gained and denied benefits. The lack of financial benefits can sum up to € 20000 to € 30000 during a three to four year PhD project; in terms of salary difference, holiday allowance, 13th-month bonus, not having vacation hours to exchange for financial benefits and not being eligible for the 30%-ruling (for the many international students). This is almost a quarter of the total standard salary of the PhD student. Moreover, the financial position of a PhD student is further worsened as they have no access to reimbursement schemes, such as relocation support, reimbursement for a laptop purchase, and the Bicycle Incentive Scheme. Overall, withholding these financial benefits increases the chance that a PhD student will suffer financial difficulties, even in the early stages of the PhD project. This is even more true for international PhD students for whom relocation is more difficult and expensive.  $^{10}$ 

In addition, the Experiment would entail the benefit of having flexible working hours. However, this advantage is intrinsic to an academic position and therefore applies to all PhD candidates. The benefit of having flexible working hours is also irrelevant because PhD students face the same graduation deadline as PhD employees. Therefore, taking more holidays will only affect their own chances of success with regard to completing their PhD project in time. Furthermore, all PhD candidates are highly dependent on the perceptions of the supervisors, the working group and/or department in regard to how much time they need to spend in the office/lab.

Art. 2 of the Decree states that the aim of the scholarship PhD position is to improve the possibility to formulate and execute their own research proposals. In theory, this is a promising development, as it could bring innovative ideas to the UG research environment. However, in reality, it is much the same as with PhD employees. It is dependent on the status of funding, their own interests and the research interests of the supervisors. There are many PhD employees who are able to draw up their own research proposal. Conversely, there are a lot of supervisors that still offer their own projects to potential PhD students, or determine their research design by a large extent. In the case that PhD scholarship students get their own innovative and

<sup>&</sup>lt;sup>8</sup>Groningen Students Sport Club

<sup>&</sup>lt;sup>9</sup>Groningen Students Cultural Center

<sup>&</sup>lt;sup>10</sup>According to the 'Interim self-evaluation of the UG PhD Scholarship Programme'. Also, this Evaluation states that 75% of scholarship students are from other-EU or non-EU countries.

Table 1: Table of benefits of scholarship students and employed students

	Scholarship student	Employed student
Pension benefits	NO	YES
Annual bonus	NO	YESa
Holiday allowance	NO	YESb
Annual incremental salary increase	$ m NO^c$	YES
Social security premiums	$YES^d$	YES
Unemployment benefits	$ m NO^e$	YES
University Facilities	YES	YES
Pregnancy and maternity leave	YES	YES
30% facility <sup>f</sup>	NO	YES
Relocation support	NO	YESg
Travel allowance (commuting to work)	NO	$YES^{h}$
Tablet and laptop scheme	NO	$YES^{i}$
Bicycle Scheme	NO	$YES^{j}$
50% tuition fee reimbursement for International School pupils	NO	$YES^k$
Eye Test	NO	$YES^{l}$
Development days	NO	YES <sup>m</sup>
USVA student rate	YES	NOn
ACLO discount	YESo	NO
Other student discounts	YES	YES

 $<sup>^{\</sup>mathrm{a}}$  8.3% of the actual salary earned, see the collective labour agreement of Dutch Universities.

 $<sup>^{\</sup>mathrm{b}}$  8% of the actual salary earned, see the collective labour agreement of Dutch Universities.

<sup>&</sup>lt;sup>c</sup> Scholarship will be adjusted annually to account for inflation. In addition, in September 2017 the net amount was raised approximately €50.

 $<sup>^{\</sup>rm d}$  Under certain conditions.

<sup>&</sup>lt;sup>e</sup> PhD students can get help of the government in the form of *bijstand* (social welfare benefits), but not in the form of a *werkloosheidsuitkering* (unemployment benefits).

 $<sup>^{\</sup>rm f}\,$  Under certain conditions.

 $<sup>^{\</sup>rm g}$  This amount sums up to  ${\in}1000,$  see the UG Contribution Towards the Relocation Costs leaflet.

<sup>&</sup>lt;sup>h</sup> Under certain conditions, see the UG infonet Travel Allowance for Commuting.

 $<sup>^{\</sup>mathrm{i}}$  See the UG infonet 2019-2022 Tablet - Laptop Scheme for University of Groningen Staff Members.

 $<sup>^{\</sup>rm j}$  See the UG infonet University of Groningen Bicycle Incentive Scheme.

<sup>&</sup>lt;sup>k</sup> Under certain condition, see the UG infonet 50% Tuition Fee Reimbursement for International School Pupil.

 $<sup>^{\</sup>rm 1}$  Under certain conditions, see the UG infonet, under Arbo allowances Eye Test.

 $<sup>^{\</sup>rm m}$  see the UG infonet Training Regulations.

<sup>&</sup>lt;sup>n</sup> Instead, PhD employees are eligible for the Phd/Alumni/MBO-student discount. The difference between the two rates is about €20 per course.

 $<sup>^{\</sup>rm o}$  The difference between the two rates is €60 per year.

curiosity-driven proposals approved, their supervisors could favour their own projects (with their own assigned PhD candidates). Therefore, the PhD students stand-alone project receives less priority which would be conflicting to the goal of the Decree. Hence, the much-advertised benefits of the Experiment turn out to be inconsequential.

### 1.2 Teaching Commitments

One of the much-quoted advantages of the scholarship contract is having no obligation to teach, in contrast to the PhD employees. This is another point where theory (the Experiment's regulation) and reality (institute-level practices) contradict. In practice, most of the scholarship students are continuously expected, and in some cases even forced, to teach for free due to the growing number of students, a shortage of teaching assistants, or expectations of departments and/or supervisors. The inequality is even more apparent when comparing our position to Master's and Bachelor's students, who for the same or similar teaching activities, are able to obtain an appointment with the UG/UMCG.

Even when a PhD student has the freedom to choose the extent of their teaching duties and would welcome this freedom, it might not be wise to teach (considerable) less or not at all in light of the demands of the academic career. Teaching experience is indispensable for a future in academics. Academic positions, such as the position of a university lecturer, require a certain teaching experience or even the University Teaching Qualification (UTQ). Therefore, PhD candidates with more teaching experience will be hired more quickly for such a position than a PhD student. Not only would the PhD student lack in teaching experience, but, in principle, PhD candidates do not obtain a UTQ. Instead, they must be satisfied with basic teaching courses (such as 'Start to Teach') that do not result in a nationally accepted qualification. Therefore, although the Experiment aims to improve PhD students' future position in the labour market, it actually threatens their position in the academic track.

Moreover, other paid activities within the UG/UMCG are forbidden, so a paid teaching job within the University is out of the question. The only way of improving a PhD students' position with regard to teaching would be to apply for teaching jobs in other schools, such as the Hanze University of Applied Sciences. However, according to our contracts, this would only be possible if these teaching activities do not 'clash with the interests of the UG/UMCG'. Consequently, most of us do teach voluntarily, more than once, at the UG/UMCG – whether to prepare for the future tenure track, for the sake of internal relations within the working environment, or for the love of teaching. Ultimately, the only non-benefiting party in this situation are the PhD students, as they work as teaching assistants for the UG/UMCG for free. We consider this practice immoral and irresponsible as the University takes advantage of young professionals.

#### 1.3 Representation in Employee/Student Factions

We find it extremely important that PhD students are being represented on a University and Faculty level by staff members, preferably PhD candidates. However, due to our student status, we are represented by Bachelor's and Master's students. It seems that the PhD students are in a representational limbo: our vote is lost in a sea of student votes, and we are not represented by those who know what work we do or know how to represent us. Additionally, due to an administrative flaw, many PhD students could not vote during the 2019 elections for the Faculty and University Councils. This administrative flaw came from the fact that PhD students acquire both a personnel account and a student account from the University and a lot of PhD students did not have access to their student-accounts. <sup>11</sup>

<sup>&</sup>lt;sup>11</sup>The personnel account corresponds to a staff number and is used on a day-to-day basis as it grants us the privileges required to do our work (such as access to an employee page of the RUG, the Nestor-environment and a RUG-email address). On the other hand, the student account (and corresponding number) is only intended for the University and Faculty elections (although we do get access to the student Nestor environment and have a

# 2 The Provision of Inadequate Information Prior to Signing the Scholarship Contract

Art. 12.1.a of the Decree states: '(...) the university has to provide information in good time to PhD training-programme students and prospective PhD training-programme students regarding participation in and the structure of the Experiment, in order that the students are able to form a well-informed opinion about the consequences of the Experiment.'

We argue that the necessary information was not provided to PhD students in 'good time'. Even three years after the start of the Experiment, most PhD students do not fully comprehend their legal and factual status. Before signing our contracts, the quality and amount of information given about the experimental PhD position varied across faculties, departments and even from student to student. A broad example is given concerning the way PhD positions are advertised to potential applicants. In the case a PhD student and PhD employee position were both advertised, the PhD employee advertisement would encompass extensive information concerning the net-salary of  $\leq 2000/\text{month}$ , the unemployment and pension benefits, the amount of teaching duties (which is about 10% of the working hours) and other benefits. Contrarily, the only thing the PhD scholarship advertisement would mention is the net-salary of  $\leq 1700/\text{month}$ , the fact that they do not have unemployment and pension benefits, and can voluntarily teach. In other cases, where only the scholarship position was offered, the differences between the two statuses were not described at all. Also in this case, the inequality between the two positions should have been described.

Furthermore, the Addendum was not shared in a timely manner or as an important document. While some faculties send this document along with the contract that has to be signed, other faculties send this document as an appendix to a general news letter from the UG. In the latter case, the document is only available through the intranet that the future PhD student can only access after obtaining a personnel- or student-account. However, these accounts are only accessible after signing the contract. In addition to not presenting this document on time, the Addendum also does not contain the information required to form a proper assessment of the PhD student's position. Instead of only containing the basic information, it should comprehend a (necessary and complete) list of similarities and differences between a PhD student and a PhD employee.

In short, the Addendum should (have been) shared with applicant before they finished applying for a PhD student position in order to allow the applicant to make a well-informed decision to settle for the disadvantageous position. In addition, the Addendum should contain an overview of the exact similarities and differences between the contracts of the PhD employees and the PhD students.

# 3 The Vulnerability of the PhD Student

The aforementioned practices are all the more detrimental as PhD candidates are among the most vulnerable (i.e. the easiest to abuse) group of the university ladder. Firstly, this is due to the large power difference between PhD candidates and the university, which is exacerbated for PhD students by the fact that they do not enjoy any protection of the labour laws. <sup>12</sup> Secondly, the results of the UG Wellbeing Survey 2018 show that a significant amount of PhD candidates at the UG experience psychological and stress-related problems. <sup>13</sup> These problems are worsened among PhD students, as the survey points out that they worry more about finances than PhD

student.rug-email address). As of recently, the student account is needed for ACLO membership.

<sup>&</sup>lt;sup>12</sup>For example, our holidays are not regulated by labour law, which increases the risk of overtime and, ultimately, of a burnout.

<sup>&</sup>lt;sup>13</sup>The UG Wellbeing Survey 2018, and references therein.

employees.<sup>14</sup> Thirdly, for the most part, all PhD students have embarked on a PhD trajectory because of their great love for doing research. The associated uncertainties (i.e. the extreme lack of PhD positions and opportunities for advancement within the academic world) and the attachment to (a) particular promotor(s) make them inclined to accept the less advantageous position of a PhD student, even though this means a lower salary, detrimental conditions and little transparency regarding the position. All this has to be endured while the function is the same as that of PhD employees who work under better conditions.

### 4 Conclusion and Demands

As a result of the Experiment, the Dutch 'equal pay for equal work'-mentality does not extend to the PhD students at the UG. Furthermore, the University can maximize the number of PhD candidates at the expense of the individual PhD student. During the process, the personal, work-related and financial position of the PhD student are disregarded. All the more so, as the UG - through the director of the Groningen Graduate Schools - has put down our concerns and objections as 'fake news'. <sup>15</sup>

This Manifesto has hopefully convinced the reader of two points. First, PhD students principally do the same work as PhD employee, regardless of the differences in the contractual positions. Second, the Experiment has disproportionately negative consequences for all important aspects of the life of a PhD student. Hence, the following aspects need to be improved for a PhD student: salary, financial security, social and work benefits, representation in the university politics and the communication between the PhD students and the University.

We, the signatories, agree that this unequal treatment of PhD candidates is unjustified and we ask for the **termination** of the Experiment. We seek **equality**, meaning that PhD students get the choice to change their contracts into employment contracts. Furthermore, we demand **compensation** for the work done on a scholarship contract by the exact payment differences, including vacation allowance and 13th-month bonus.

Sincerely,

The PhD scholarship students of the UG

[Signature gathering is in progress, see www.hetpnn.nl/manifest. For more details and for signing the Manifesto: https://forms.gle/c16h2WCtsLNopbmH7]

Supported by:

#### PhD Councils of the UG:

The PhD Council of the Graduate School of Science and Engineering

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The PhD Council of the Graduate School Campus Fryslân

The PhD Council of the Faculty of Theology and Religious Studies

The PhD Council of the Faculty of Arts' Graduate School for the Humanities

<sup>&</sup>lt;sup>14</sup>The UG PhD Wellbeing Survey 2018, p. 8.

<sup>&</sup>lt;sup>15</sup>https://www.ukrant.nl/magazine/tweederangs-phds/.

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### Supporting organisations:



Promovendi Netwerk Nederland



Landelijke Studentenvakbond



Interstedelijk Studenten Overleg



FNV Onderwijs en Onderzoek



Vakbond voor de Wetenschap



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