

## Chapter 12 Special provisions for researchers in training (OIO's)

### ARTICLE 12.1 OBJECTIVE FOR APPOINTING OIO

In the letter of appointment/labour agreement the employer shall determine, in consultation with the future Researcher in Training (OIO), the objective of the appointment.

### ARTICLE 12.2 NATURE, DURATION AND EXTENT OF THE OIO EMPLOYMENT

1. If the OIO is employed to produce a doctoral thesis (or prototype design) the fixed-term contract is 4 years at most.
2. If the OIO has a fixed-term contract to work on a research project or to produce a limited technological design, the fixed-term contract will be for 2 years at most.
3. If in the employer's opinion there is cause for this, the temporary employment may be extended by 1 year at most (see article 2.11). This maximum term can only be exceeded if the employment is extended on grounds of article 2.9 paragraph 2. Article 2.8 paragraph 1 ('conversion to regular employment') is not applicable to these extensions.
4. As a rule employment is entered into for the full working hours. In case part-time employment is effected, the duration of the employment will also be extended in proportion.

### ARTICLE 12.3 OIO REMUNERATION

1. The OIO employee will be paid according to the OIO salary scale (laid down in appendix 1 to this Collective Labour Agreement).
2. Upon commencement of employment the OIO receives a salary that is specified in the valid salary scale after OIO-1.
3. At the start of the OIO's employment the OIO's working experience may be taken into consideration when determining the salary, in departure from the previous paragraph.
4. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale. The first periodic increase is awarded as from the first day of the month in which one year has passed since employment and then after each year, regarding what is stated in paragraphs 5, 6 and 7.
5. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale, unless the employer finds the OIO does not function properly. In that case article 3.5 paragraph 3 is fully applicable ('abstinence of periodic salary increase').
6. If a part-time employment is entered into and it is known in advance that the PhD period will be longer than 4 years (see article 12.2 paragraph 1) periodic increases to the next step will be given in proportion of time<sup>20</sup>.
7. After reaching step 4 no more increases are given.

### ARTICLE 12.4 ADDITIONAL ARRANGEMENTS REGARDING THE INCREASE OF OIO SALARIES AS FROM 1 OCTOBER 2003

1. OIOs employed by a WVOI employer on 30 September 2003 whose period date 1 October are horizontally scaled into the new scale as of 1 October 2003. For those resident OIOs the period date is fixed on 1 October, where the next periodic increase is given on 1 October 2004.
2. All existing collective and individual pay and compensation regulations, specific for the category OIOs on 30 September 2003, expired on 1 October 2003, except compensation for printing costs for theses.
3. OIOs who are employed by a WVOI employer on 30 September 2003 and experience a decrease in their salaries, because of the agreed grow path and because of the expiration of existing pay and compensation regulations, will be fully compensated for the difference that has arisen.

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<sup>20</sup> So if an OIO is going to take 8 years to do his PhD research he remains on step 1 for his second year and goes up to step 2 in his third year, etc.

#### ARTICLE 12.5 NATURE AND EXTENT OF THE ACTIVITIES

1. The OIO carries out academic research and publishes the results hereof in a doctoral thesis or prototype design, a technological design or in one or more scientific productions.
2. The extent of the activities as meant in the previous paragraph increased by the extent of the training and coaching to be received as described in the training and coaching plan, shall be annually no less than 75% of an OIO's time in employment.
3. The OIO cannot be charged with carrying out management tasks.

#### ARTICLE 12.6 TRAINING AND COACHING PLAN

1. The employer shall ensure that, after consultation with the OIO and in agreement with the relevant supervisors, a customized training and coaching plan is drawn up for each OIO and that this plan shall be presented to the OIO within 3 months of his employment.
2. The OIO shall not be employed until the training and coaching plan has determined that he will receive the required university training and coaching, with the inclusion of the relevant required education.
3. The training and coaching plan shall be further implemented by the end of the first year for the remaining duration of the employment, and if necessary adjusted from year to year.
4. Notwithstanding the provisions in the second paragraph, the training and coaching plan shall at any rate determine:
  - a. What knowledge and skills should be acquired and how this should take place;
  - b. The OIO's mentor, his supervisor, and that at the commencement of his PhD-research as well as during decisive moments as regards the progress of the research, he will hold an interview about his promotional research with the supervisor at least once a year;
  - c. The number of hours a month the OIO is entitled to personal coaching from an appointed mentor or supervisor.
5. From 2007 onward a compulsory part of their annual planning and assessment interview will be to consult OIOs on deploying the value of a maximum of 10 holiday-leave days for the purposes of training and competence development. The value of the 10 holiday-leave days is described in a budget available per OIO per OIO-year (year 1 through 4). The required training continues to be paid by the employer.

#### ARTICLE 12.7 OIO PERFORMANCE AND EVALUATION PROCEDURE

1. One year after the OIO has been employed, an assessment of his performance shall take place, against the backdrop of the training and coaching plan and the objectives of the employment.
2. The employer issues instructions with respect to the evaluation procedure and the criterion to be maintained for the evaluation of the researchers in training.

#### ARTICLE 12.8 RULES ON THE SETTLEMENT OF DISPUTES

The employer shall determine rules on the settlement of disputes which could occur between the OIO and the relevant persons and bodies involved in his training and coaching.

#### ARTICLE 12.9 TESTIMONIAL

1. By or on behalf of the employer a testimonial shall be given to the OIO at the end of his employment.
2. This testimonial will at any rate contain:
  - a. A brief synopsis of the research that he has carried out as well as a list of the publications concerning this research;
  - b. A synopsis of the courses attended by the OIO.