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EMPLOYMENT OF UNIVERSITY TEACHERS IN SLOVAK REPUBLIC

Employment of university teachers is currently a discussed topic in Slovakia. University teachers are forced to have multiple employments at different universities due to insufficient financial remuneration which provokes a lot of criticism on the issue. However, the contract with various universities and the interest of universities in a particular teacher also refers to the teacher's reputation to be a professional in this specific field.

Keywords: employment; university staff; remuneration; labour contract.

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ПРАЦЕВЛАШТУВАННЯ ВИКЛАДАЧІВ
УНІВЕРСИТЕТІВ У СЛОВАЧЧИНІ

У статті описано причини, з яких працевлаштування викладачів університетів стало предметом бурхливих дискусій у Словаччині. Низькі заробітні плати змушують багатьох викладачів працювати у декількох місцях одночасно, що викликає значну критику. Іншими актуальними проблемами працевлаштування викладачів є юридичні аспекти підписання контрактів та питання професійної репутації.

Ключові слова: працевлаштування; персонал університетів; заробітна платня; трудовий договір.

Табл. 1. Літ. 12.

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ТРУДОУСТРОЙСТВО ПРЕПОДАВАТЕЛЕЙ
УНІВЕРСИТЕТОВ В СЛОВАКИИ

В статье описаны причины, по которым трудоустройство преподавателей университетов стало предметом бурных дискуссий в Словакии. Низкие заработные платы заставляют многих преподавателей работать в нескольких местах одновременно, что вызывает значительную критику. Другими актуальными проблемами трудоустройства преподавателей являются юридические аспекты подписания контрактов и вопросы профессиональной репутации.

Ключевые слова: трудоустройство; персонал университетов; заработная плата; трудовой договор.

Introduction. Labour relations of university teachers in Slovak Republic are governed by the Labour Code as the general legal act, but also by the Act on Higher Education No. 131/2002 Coll. as special legislation and by internal regulations of universities or faculties. Since special regulation has primacy over general regulation, various legal collisions arise in practice. For example, different courts (district court and later regional court during appeal) can decide differently concerning a particular legal standard. It is caused by the insufficient practice of courts in the field of labour relations of university teachers and researchers.

Each university, and even faculty, has the capacity to modify and specify relations by internal regulation, with the condition that they must not be in conflict with legal standards of higher force. This capacity gives universities the flexibility in the process of admission, setting curricula, as well as the creation and termination of employment relations. Situation when equivalent provisions could be found in both legal acts occurs often, so some matters are duplicated. On the other hand, there are institutes and si-

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tuations which are not regulated at all. The imperfection of legislation is not resolved under the provisions either of the Labour Code, or of the Act on Higher Education.

Employment. Employment is the most common form of labour relations by which the right to work implemented in the Constitution is performed. The Labour Code or other labour legal standard do not contain a legal definition of this term. Employment is a contractual relationship in which one party (an employee) undertakes to the other party (an employer) to perform work for a wage (Barancova and Schronk, 2009: 345). A characteristic feature of employment relationship is the subordination of employee to employer. Employee must follow the instructions of employer and perform the agreed type of work within agreed working hours and place of work. The exercise of control over employee is under the authorization of employer. Employer has the right to give binding instructions to the employee who has to follow them regardless whether he/she agrees or not. An individual contract freedom of parties is limited by higher level collective agreements concluded for the calendar year in favour of collective bargaining. This collective agreement usually positively affects the working conditions of employees covered by it.

Labour relations at Slovak universities and also Slovak Academy of Sciences are specific labour relations under Slovak legislation. The principle of equal treatment, non-discrimination in employment relationships is the fundamental principle of the labour law. The prohibition of discrimination is generally established in § 13 of the Labour Code. Special regulation governing the issue of discrimination is Act No. 365/2004 Coll. on Equal Treatment in Certain Areas and Protection against Discrimination, Amending and Supplementing Certain Acts (the so-called the Antidiscrimination Act). In our view, the definition of indirect discrimination could also be applied to labour relations of university teachers. "Law considered for indirect discrimination an apparently neutral provision, decision or practice that disadvantages a person compared to another person" (Barancova and Schronk, 2009: 143). If you use this argument as a basis, we consider university teachers discriminated as compared to employees who do not work in public interest.

The main difference in the employment of university teachers and researchers is that the only allowed form of their employment is fixed-term employment. Labour relations of university teachers are an exemption from the provisions of § 48 paragraph 2 of the Labour Code concerning the employment relationship for a fixed period. Employment may be based on that provision for a maximum period of two years. Such employment may be extended or renewed within the period of two years at most twice. Legislation allows university teachers conclude only fixed-term employment, and that is a great limitation of the autonomy of parties in employment relation. Such a restriction is unreasonable and it is not justified by any legislation.

The substance of the provisions of the Labour Code on fixed-term employment is to exclude chaining of contracts for a fixed period and to provide employees more protection. There is no reason for university teachers to be an exemption. University teachers aged over 70 years can conclude the employment for a period less than one year. This ratio can be extended again, but again – only for a period of one year. So in the context of the Labour Code and the Law on Higher Education, such procedure in this case does not violate any provisions thereof and such action does not show any signs of discrimination.

Constant extension or renewal of fixed-term employment may not reflect the intention to provide quality education at universities. On the one hand, this practice obliges teachers improve their expertise, learn and increase their skills and constantly conduct research. Employee is thus constantly motivated to work hard, does not fall into stereotypes and does not rely on the existing level of knowledge, supposed sufficient for teaching and scientific activities. "The quality of work of university teachers directly affects the quality of the education level of the society" (Kravcakova et al., 2011: 46). On the other hand, uncertainty about future employment may have stressful impact on the work. In general, we can say that "this fact is demotivating and discriminating for the personality, skills development and performance of the work of university teachers" (Kravcakova et al., 2011: 75). The fear of losing a job can largely influence work performance of teachers.

According to the Labour Code is "further extension or renewal of employment for a fixed term up to two years, or over two years with university teacher or employee of creative science, research and development is possible even if there is an objective reason resulting from the nature of the activity of a university teacher or employee of creative science, research and development established by special regulations" (§ 48 paragraph 6 of the Labour Code). Based on current legislation, it is possible to extend employment with employee also without any reason, but only when law or international treaty does not stipulate otherwise (Barancova, 2010b: 237). There is no objective reason for continually lengthening employments which could be found in the Law on Higher Education as *lex specialis* (special regulation), there is only a factual argument. Employment contracts of teachers are constantly chaining without any time limit. Neither the Act on Higher Education, nor any other legislation determine any limitation on how many times employment can be validly extended or renewed.

The Act on Higher Education uses the term "employment" only in the context of university teachers who do not have the title "Associate professor" or "Professor". In connection with associate professors and professors it uses the term "filling the function". This means that the Act on Higher Education only deals with filling the position of "Associate professor" and "Professor", but does not regulate their employment. It signifies that the employments of professors and associate professors should be regulated by the Labour Code. On the basis of this argument associate professors and professors should have the opportunity to enter into employment for an indefinite period or for a fixed period for maximum two years (with the possibility of renewal or renegotiations of this ratio twice during this period) and not for 5 years, as it might seem on the basis of provisions of the Act on Higher Education. In practice, associate professor or professor could therefore be entitled to employment at university for an indefinite period and filling the function will take the form of selection and hiring procedure timescale in 5 years, up until he or she will not occupy the position for the third time, and when he or she will be at this post for at least 9 years when he or she acquires a employment contract and inclusion in this function until the age of 70.

Other employees of the same university, unlike teachers, any can conclude an employment contract for an unlimited period. These employees enter an employment contract for an indefinite period mostly. And despite the fact that their work often does not require any special qualifications and their average salary is not much

lower than the salary of university teachers and researchers with long practice in the field. The main minus of fixed-term employment is that it does not provide the same legal protection as the employment for unlimited period.

Selection procedure for the post of university teacher. Before the establishment of employment, a job-seeker is obliged to pass the selection and hiring procedure at university based on the Act No. 552/2003 Coll. on work in the public interest. Under provisions of this particular Act, posts of managers and university teachers (researchers) are filled by selection and hiring procedure. Adjustment is included in the Act on Higher Education and also in internal regulations of universities. The procedure may not actually correspond to the need to recruit new university teacher, but only to meet the legal obligation of a university to issue an invitation for selection procedure. Selection and hiring procedure can be tailor-made for an employee whom is about to expire employment contract for a definite period. Such action of university is quite understandable because of the knowledge of employee's qualities, but because the law does not allow him or her enter into a contract for a fixed period or longer period of time, another solution of the situation cannot be assumed. Universities are interested in experts skilled in the field. Nonetheless, university spends funds for publication of the tender and other processes associated with it, just to fulfil the statutory requirement.

Selection and hiring procedure has a very stressful impact on workers and create tensed working conditions. It repeats in a certain time frame, e.g. 2 years, depending on the post being filled by procedure. Associate professors and professors conclude employment for the period of 5 years. There is an exception in favour of associate professors and professors – if this employee filled this position for the third time and has been working on that position for at least 9 years (for he or she was awarded the scientific-pedagogical degree of "Associate professor" or "Professor"), he or she is entitled to employment with the university for a limited period until the age of 70 years. But until then, teachers must again appear before the selection committee and demonstrate their experience, expertise and compliance with additional requirements necessary to fill the post.

After successful completion of the selection process, the employment contract is extended again by means of agreement on change of working conditions (§ 54 of the Labour Code) for a period stipulated in the Act on Higher Education. If an current employee for some reason was not successful in the procedure, the employment with a particular university terminates.

Another important fact is that a job-seeker has to follow the information about vacancies shared by university with the public. Since the issued invitation to selection procedure often does not correspond to the actual need to employ a new teacher, job-seekers could not be successful in numerous cases.

Non-teaching employees of university are not obliged to pass this procedure. The difference between these two groups of employees is notable not only while comparing the length of employment, but also at the very first contact with employer – job interview and selection procedure.

Concurrent employment. Under the provisions of the Labour Code, employees can conclude several employment contracts simultaneously. University teachers can conclude only 3 employment relations at one or more universities at the same time. They are limited to one employment for a fixed weekly working time (full-time

employment) and two part-time employments. This legal restriction is quite understandable in the view of duties fulfilment in case that the teacher has several employment contracts with more universities. "The rights and duties following from concurrent employments are fundamentally considered separately, unless the Labour Code or specific provisions stipulates otherwise" (Barancova and Schronk, 2009: 352).

Even while concluding employment contracts with the same university the teacher is allowed to conclude just 3 employment relationships. The only limitation is that employment contracts shall be concluded for a different type of work performed (e.g., employment contract of dean of a faculty and a contract for the position of associate professor at the same university). When teacher enters into employment with more than one university it is not necessary to conclude them for a different type of work.

All concluded employment contracts are equal and the same rights and duties follow from each of them. Despite these limitations, teacher can enter into various employments not exceeding maximum 111 hours a week combined. Guarantor of a subject can enter into other two part-time jobs, but the sum of the working time shall not exceed 69 hours per week.

Documentation on employments of university teachers is kept in "Register of the employees of universities". It provides information on the number of employments, scope of employment, start and termination of employment, information about guaranteed programme etc. However, the imperfection of this register is that it keeps the register only at public universities in Slovakia. Employments at foreign universities are not registered, nor are employments concluded outside academia. According to this, teachers could hypothetically enter 3 employments at Slovak universities, some employments abroad and, for example, conduct business and also hold a position in government administration.

Scientific, educational, publishing, lecturing, literary and artistic activities are exemptions to the provisions of the Labour Code concerning competitive business (§ 83 par. 1 and 2 of the Labour Code). For conducting these activities an employer does not need the previous written consent of the employer. This exemption is the explanation why teachers are permitted to lecture, publish, teach etc. at various universities and not only at the university when they are full-time employed.

Fulfilling duties and obligations at university is very time-consuming, thus it is even more difficult to fulfil them at several universities, or under other employment relations with different institutions outside academia, or while conducting business.

"Flying professors". Slovak academic practice is known by the phenomenon of the so-called "flying professors". This term is known mostly in negative meaning. University teachers with more than one employment in academia, respectively more than one employment in general, are considered "flying professors".

Practically every university in Slovakia employs some percentage of teachers with concurrent employment relations. Previously, some employments were concluded just *pro forma*. Earlier guarantying the subject was allowed also to teachers with part-time employment. Currently the guarantor must be employed for the full-time contract.

The abovementioned phenomenon is caused by different reasons. The main reason of the concurrent employment relations of university teachers is the shortage of

qualified personnel in academia and advanced age of many associate professors and professors. This situation is mostly caused by the lack of qualified experts. The activity of professor (or teacher in general) at different universities, however, provides information about qualification, scientific credit, and prestige. Also it takes a university certain time to "raise" its own associate professors and professors.

Financial remuneration. Financial remuneration of university teachers belongs to widely discussed topics. Salaries are statutory given by Act No. 553/2003 Coll. on the remuneration of certain employees performing work in public interest. University teachers are classified in the pay scale by education in grades (from grade no. 9) and by the length of teaching experience in levels. The status of teachers and other categories of employees working in public interest is improved by collective agreements of higher level concluded by the representatives of employers and representatives of employees for a calendar year. Tariffs are established by government orders for particular year.

The possibility to conclude only limited term employment effects the economic situation. Banks have adapted to the current conditions at the labour market and provide loans also to employees working for a fixed term. However, in the past such employees were not given this opportunity.

Financial remuneration of university teachers is generally considered insufficient, but in relation with concurrent employments of teachers and especially statements about "flying professors" could give general public the impression that teachers are remunerated adequately because they have various employments. On the other hand, the real average salary of university teacher is generally not known. Portal www.platy.sk provides information about the average salary of university teacher of 962 EUR per month. The average salary in Slovak national economy in 2014 was 858 EUR (statdat.statistics.sk, 2015). Thus, university wage may appear as a satisfactory figure, but reality differs in many cases.

Table 1. **Special Pay Scale for Teachers in Higher Education, R&D Employees and Medical Staff, valid from July 1st, 2015, EUR per month**

Pay level	Years of Practice	The pay scale according to grades and levels					
		Pay grade					
		9	10	11	12	13	14
1	up to 2	524.50	611.50	655.50	701.00	752.50	812.00
2	up to 4	544.00	635.00	681.00	729.00	782.50	844.00
3	up to 6	566.00	660.50	708.00	756.50	813.00	877.00
4	up to 9	586.50	684.50	733.00	784.00	842.50	908.50
5	up to 12	507.50	709.00	700.00	813.50	872.50	940.50
6	up to 15	628.00	733.00	785.00	840.50	902.00	973.50
7	up to 18	649.00	757.50	812.00	869.00	932.50	1006.50
8	up to 21	669.00	781.50	837.00	896.00	963.50	1039.00
9	up to 24	690.00	805.50	864.00	925.00	992.50	1071.50
10	up to 28	711.00	830.50	889.50	953.00	1023.00	1103.50
11	up to 32	731.50	853.50	916.00	980.50	1053.00	1136.50
12	over 32	752.50	879.00	941.00	1009.00	1082.50	1169.00

Source: Priloha c. 7 k nariadeniu vlady c. 393/2014 Z.z.

Also because of this reason university teachers choose the opportunity to conclude more employments in academia. Private universities can afford a better pay for their employees, so it is very common to have one employment at public university and conclude another one in the private sector. Public universities, however, provide academic environment with longer tradition and from some point of view with better reputation. This could be the argument why some teachers stay at public universities, even if it could be for them more favourable to work in private sector (also considering the working conditions and equipment provided).

University teacher deals with more duties, besides teaching and lecturing, and the corresponding preparation for classes, also evaluation of papers and tests, participation in scientific conferences, publishing papers etc. They also have to deal with exaggerated bureaucracy. Also they have to share time between writing grant projects, experiments, their own research, meetings and consultations with students and many other duties that occur unplanned. When comparing university teachers with other categories of teachers, they are remunerated better, but their duties also differ and they require more academic approach. Even though university teachers usually do not work 5 days a week and 8 hours a day, since it is not possible to fulfil all teacher's obligations at workplace, teachers usually prepare for teaching or perform other duties at home. It is very questionable if the salary of university teacher is sufficient to ensure the basic standards of living considering all duties and obligation the teacher has to deal with. It is also questionable whether the teacher will be able to provide quality teaching in addition to all his duties.

Insufficient financial remuneration could be the reason of shortage for the qualified personnel at universities. For PhD graduates it is not attractive to stay in academia and work as an assistant professor. This salary compared to PhD scholarship is lower. Scholarship is an income exempt from tax and health insurance for the PhD candidate, and is paid by the government. Efforts of universities to "raise" their future academics are restrained by their low financial motivation and also to the abovementioned uncertainties of stable employment.

Conclusion. Adjustment of labour relations of university teachers in a form of employment for a definite period is inefficient for both parties involved. In our opinion, it would be favourable for universities and also for teachers at all positions, if legal regulation would allow teachers enter into employment for an indefinite period immediately after the successful completion of the selection and hiring procedures. University with regard to quality assurance could lay down stricter criteria for university teachers in exchange for the assurance of stable employment.

Financial remuneration is considered to be insufficient and in many cases it is the reason for concurrent employments of university teachers. General public's opinion could be influenced by the so-called "flying professors" phenomenon – university teachers employed at various universities simultaneously. This situation is caused also by the shortage of experts in particular fields of research and enormous number of study programmes. New PhD graduates often choose to leave academia for individual reasons, but mainly because of insufficient remuneration and working conditions.

Education system currently faces not only the lack of qualified teachers, but also a reducing number of students. It is questionable how many study programs can survive this downward trend.

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