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## **Form of employment of nurses and factors influencing the choice of a given form of employment**

### **Forma zatrudnienia pielęgniarek oraz czynniki mające wpływ na wybór danej formy zatrudnienia**

#### **Summary**

**Introduction.** Nurses are the largest group of medical workers who constitute the core of the health care system. Currently, it is a desirable professional group both in Poland and abroad. The form of employment of nurses depends on the units employing nurses, the financial capabilities of these units and the applicable legal forms of employment, as well as the qualifications and competences expected by the employer. The labor market for nurses offers diverse forms of employment, which has a significant impact on the process of shaping human capital and the HR policy of entities employing nurses.

**The aim.** The aim of the study was to draw attention to the variety of forms of employing nurses, preferences regarding the form of employment and to learn about the factors influencing the choice of a given form of employment.

**Materials and methods.** The respondents were a group of 100 professionally active nurses with various forms of employment. The age of the study participants ranged from 21 to 75 years. The method used in the above work was a diagnostic survey. The research tool was a self-designed questionnaire. The survey was anonymous and included information that allowed the study group to be characterized in terms of sociodemography. To conduct the research, consent was obtained from the Bioethical Committee of the State Vocational University of Applied Sciences in Włocławek, number 32/22.

**Results.** The vast majority of respondents, i.e. 81%, indicated employment under an employment contract, and every fifth respondent worked under a contract. Experienced medical staff of nurses, striving for a stable retirement, definitely chose the form of employment contract, while young nursing staff often chose alternative forms of employment based on a contract.

**Conclusions.** The vast majority of nurses prefer employment in the form of an employment contract. The most frequently indicated factors motivating people to take up employment under a contract were employment stability and social support. Self-employed people indicated the possibility of obtaining higher income. People working under a contract confirmed that the main motivator for choosing this form of employment was the possibility of obtaining higher income.

**Keywords:** forms of employment, management, law

## Streszczenie

**Wstęp.** Pielęgniarki to najliczniejsza grupa pracowników medycznych, którzy stanowią trzon funkcjonowania systemu ochrony zdrowia. W obecnym czasie jest to pożądana grupa zawodową zarówno w kraju jak i za granicą. Forma zatrudniania pielęgniarek/arzy jest uzależniona od jednostek zatrudniających pielęgniarki/arzy, możliwości finansowych tych jednostek oraz od obowiązujących form prawnych zatrudnienia, a także od oczekiwanych przez pracodawcę kwalifikacji i kompetencji. Rynek pracy dla pielęgniarek/arzy oferuje zróżnicowane formy zatrudnienia, co ma istotny wpływ na proces kształtowania kapitału ludzkiego oraz polityki kadrowej jednostek zatrudniających pielęgniarki.

**Cel.** Celem pracy było zwrócenie uwagi na różnorodność form zatrudniania pielęgniarek, preferencji co do formy zatrudnienia oraz poznanie czynników mających wpływ na wybór danej formy zatrudnienia.

**Materiały i metody.** Respondenci stanowili grupę 100 pielęgniarek/rzy aktywnych zawodowo o zróżnicowanej formie zatrudnienia. Wiek uczestników badania mieścił się w przedziale 21 do 75 lat. Metodą wykorzystaną w powyższej pracy był sondaż diagnostyczny. Narzędziem badawczym był kwestionariusz konstrukcji własnej. Ankieta miała anonimowy charakter, zawierała metryczkę, która pozwoliła scharakteryzować grupę badaną pod względem socjodemograficznym. Na przeprowadzenie badań uzyskano zgodę Komisji Bioetycznej Państwowej Uczelni Zawodowej we Włocławku numer 32/22.

**Wyniki.** Zdecydowana większość ankietowanych czyli 81% wskazała na formę zatrudnienia w ramach umowy o pracę, co piąta osoba badana pracowała na kontrakcie. Doświadczony kapitał medyczny pielęgniarek dążąc do stabilnego przejścia na emeryturę wybierał zdecydowanie formę umowy o pracę, natomiast młody personel pielęgniarski często alternatywne formy zatrudnienia na podstawie kontraktu.

**Wnioski.** Zdecydowana większość pielęgniarek preferuje zatrudnienie w formie umowy o pracę. Do najczęściej wskazywanych czynników motywujących do podjęcia zatrudnienia w formie umowy była stabilność zatrudnienia oraz wsparcie socjalne. Osoby pracujące w ramach samozatrudnienia wskazywały na możliwość uzyskania wyższych dochodów. Osoby pracujące w ramach kontraktu potwierdziły, że głównym motywatorem do wyboru tej formy zatrudnienia była możliwość uzyskania wyższych dochodów.

**Słowa kluczowe:** formy zatrudnienia, zarządzanie, prawo

## Introduction

The scope of the forms of employment of nurses is defined in Article 19 of the Act of 15 July 2011 on the professions of nurse and midwife and includes employment under an employment agreement, a labour-based relationship, a civil law agreement and as part of volunteering as well as under internship.[1] Nurses in a healthcare unit may be employed based on an employment relationship, as governed by the Labour Code, or

a civil law relationship, as governed by the Civil Code. The provisions of the Civil Code apply to self-employed nurses who set up their own businesses and provide services to the employing entity under conditions other than those provided for in the Labour Code. This form of legal relationship also includes the contract of mandate, where the employee is tasked with performing a specific job, usually for a specific salary, and takes responsibility for the diligent performance of the mandate [2,3]. The forms of employment differ and thus bring different opportunities and risks for employed nurses.

An employment agreement is a legal relationship between a nurse and an employer. The consequence of its conclusion is that the employed person is granted the status of an employee. On this account, they are entitled to the privileges of an employee, such as paid leave, and their rights and obligations are governed by the Labour Code [2, 4]. The working time of nurses is defined in the Act of 15 April 2011 on medical activity. [3,5] Working time is construed as the time during which the employee must be available to the employer at the workplace or at any other designated place of work. For nurses employed in a medical entity under an employment agreement, a reference period of one or three months has been adopted, but the daily working time must not exceed 12 hours. The one-shift working system refers to working 7 hours 35 minutes a day and an average of 37 hours 55 minutes per week during a five-day working week. For a significant portion of nurses employed in healthcare entities that provide healthcare services on a 24-hour basis, a nurse's working hours are extended to 12 hours per day and 48 hours per week within the accepted reference period (which is three months), when this is justified by the type of work or its organisation.[3] In such cases, work schedules should be created, including working hours and time off. The second special case is the opt-out clause. With prior consent, this clause may be signed by medical professionals with higher education who are employed in a healthcare entity providing inpatient and 24-hour healthcare services. Such professionals then undertake to work more than 48 hours per week over an accepted reference period (not exceeding 4 months) [5]. The layout and content of an employment agreement is strictly defined, which gives it a rigid character. The essential items of the agreement include the identification of the employer and the employee, the agreement's duration and the date of its conclusion, as well as the terms and conditions of work and pay. The employment agreement must be concluded in writing. The Labour Code defines the following types of agreements:

- probationary agreement – temporary; under the Labour Code, an employment agreement may be concluded for a probationary period not exceeding 3 months, during which the employee's qualifications and competencies related to their employment to perform certain professional tasks are assessed. At the end of the probationary period, it is possible to extend the employment relationship under a fixed-term or indefinite-term agreement;
- a fixed term agreement – temporary; in practice, this applies to employment for one or two/three years, but its term may not exceed 33 months. After this

period, the contract expires and is automatically terminated, or another one is concluded for an indefinite term;

- indefinite-term agreement – indefinite;
- substitute employee agreement – temporary; it is used when there is a need to fill a vacancy due to a justified absence of an employee;
- employment agreement for a specific job – temporary; it is concluded when there is a need to carry out a specific time-limited task.

A nurse cannot be simultaneously employed by the same entity under an employment agreement and under a civil law agreement in the same capacity [4].

The employment agreement provides the employee with the so-called employment protection; this relates to the issue of the need for notice, paid annual leave, as well as the determination of the base salary in accordance with the applicable normative acts. Other significant aspects of the employment agreement include the provision of social security through compulsory pension, disability, sickness and accident insurance contributions that are deducted from the salary [3,4].

Another form of employment of nurses widely used in medical entities is the conclusion of a civil law agreement, also referred to as a contract.[3] The parties entering into such an agreement have the right to arrange the legal relationship as they see fit, provided that neither its content nor its purpose contradict the nature of the relationship, the law or the principles of social co-existence. This indicates the flexible nature of a civil law agreement as defined by the Civil Code [2]. Since the employed person – the nurse – does not receive the title of an employee upon entering into a civil law agreement, he or she is not entitled to the associated benefits. The basic obligations of the parties to a civil law relationship arise from the provisions of the concluded agreement and can be shaped relatively freely. By law, there is also a change in the relationship between the parties to the agreement, with the employing entity and the nurse being equals to each other. In this case, the power of the employer over the employee vanishes. Moreover, the civil law agreement specifies the remuneration received, which can be calculated in different ways (e.g. according to the number of patients or based on an hourly rate) and at different rates for day, night or holiday work [3,6]. Accordingly, the income of nurses employed under a civil law agreement is significantly higher. This affects employees' quality of life, their motivation and the decisions they make when choosing where to work [7]. When working under a civil law agreement, there is no guaranteed minimum wage, no right to retirement and disability severance payments and no service anniversary bonuses. Another issue that is not regulated in civil law agreements is working time. A nurse may work anywhere from a few to several hours a day. This can cause exhaustion, which in turn affects the quality of work performed. As such, employees may also have less time for professional development in postgraduate training and for family. A civil law agreement brings the benefits of freedom to organise working time, offering the opportunity to work more hours and thus improve one's financial standing [8].

## **Aim**

This study aimed to highlight the variety of forms of employment for nurses and the preferences for specific forms of employment, as well as to explore the factors influencing the choice of a particular employment form.

## **Material and methods**

The respondents were a group of 100 active nurses with varying forms of employment. The age of the study participants ranged from 21 to 75 years. The method used in the study was a diagnostic survey. The research tool was a questionnaire designed by the authors. The study was approved by the Bioethics Committee of the State University of Applied Sciences in Włocławek – Approval No. 32/22. The results obtained were presented in the form of tables and graphs; correlations between variables were determined using the Pearson linear correlation coefficient. For the quantitative part of the study, key calculations and graph generation were performed using Microsoft Excel. The Analysis ToolPak add-on, available in Microsoft Office, was used for the more advanced statistical analysis in the qualitative part. This additionally made it possible to calculate statistical measures such as the Pearson linear correlation coefficient.

## **Results**

The study involved 100 active nurses. Women were by far the larger group at 93, with as few as seven male participants. The age of the respondents varied, with the largest age group being those in the 46–55 age range (44%), with those aged 56–75 making up 22% of the respondents. One in five respondents was from the 21–35 year old group and only 15 respondents were from the 34–45 year old group. A total of 48 of the survey participants had a first degree, i.e. bachelor's degree, one in three had a secondary education and one in five had a master's degree in a relevant field of study.

Among those taking part in the survey, the most common form of employment for respondents was an employment agreement (81%). One in five nurses – a total of 19 people, five of whom were male contract staff – were employed under a civil law agreement. Experienced medical nurses striving for a stable retirement predominantly choose employment agreements, whereas young nursing staff often opted for alternative forms of employment under a contract. The results show that 12 nurses from the 21–35 age group, five nurses from the 34–45 age group and only two nurses from the 46–55 age group were employed under a contract. Respondents predominantly resided in urban areas (78%), with a smaller number of them living in rural areas (22%). The vast majority of the group surveyed were in a relationship (67%) while (33%) were single. Statistical analysis overwhelmingly showed that

young and unmarried people were more likely to enter a civil law agreement. Only two people in the 46–55 age bracket confirmed that they were employed under a contract.

Respondents were typically employed at one healthcare provider (74%); however, as many as 26 people declared that they worked at two providers. The survey results indicated that the majority of the respondents, 81%, worked one full-time job, i.e. up to 174 hours per month, 14% worked more than 240 hours per month and 5% spent up to 300 hours at work. Respondents were also asked to indicate their preference for their expected form of employment. In the group of respondents employed under an employment agreement, a statistically significant correlation was obtained between the form of employment performed and the form of employment declared; the respondents also indicated that they would maintain their current form of employment ( $p < 0.001$ ). The preferred employment declared by respondents working under a contract was comparable.

Respondents were asked to identify the advantages of running one's own business and being employed under a contract. The possibility of a higher income than under an employment agreement was mentioned by 56% of respondents, 6.5% pointed to the possibility of working for a second healthcare provider as a source of additional income, and 5.5% noted the possibility of higher income from working more hours. A total of 17 people indicated flexible working hours (the option to set working hours individually) as an advantage; 14 pointed to the greater independence of a self-employed worker. Statistical significance was observed in the variable age ( $p = 0.011946$ ), as well as place of residence ( $p = 0.04793$ ). In both variables, a greater tendency to prefer social and employment protection was highlighted in all groups. The highest preference for an employment agreement was recorded in the 56–75 age group and among those living in rural areas. In contrast, younger people in the 21–35 age group were far more likely to opt for contract-based employment and to reside in urban areas.

## Discussion

The results of our own study indicate that 81% of the respondents, i.e. the vast majority, were employed under an employment agreement; comparable results were obtained in Ostrowicka's study indicating that 92% of the nurses surveyed were employed under Labour Code agreements. This group of respondents believes that the form of employment significantly affects job satisfaction, influences work motivation and the quality of services provided [6].

Stability was cited as one of the main arguments of those working under an employment agreement – this was pointed out by 59% of respondents. Further factors in favour of this form of employment included the certainty of a fixed salary (68%) and the possibility of enjoying the benefits that come with being an employee

(58%). A team of researchers led by Ostrowicka [6] obtained comparable results. Stability was indicated by 69% of respondents, a fixed salary of 73% and employee status by 68%. Nevertheless, a statistically significant relationship regarding the type of agreement was noted in the evaluation of the remuneration received and its impact on work motivation:  $\chi^2(3) = 13.89$ ;  $p < 0.01$

Nurses employed under a contractual agreement indicated that finances were a significant motivator to work. Respondents employed under an employment agreement indicated that one disincentive to taking up employment under a civil law agreement was the lack of standard working hours, overtime work, limited opportunities for annual leave and lack of eligibility for social benefits.

It is noteworthy that what is perceived as a threat for contract nurses is a motivator for a civil contract to earn a higher income. Therefore, aspects that constitute a reason for choosing a civil law agreement are higher remuneration, flexibility (work e.g. 2 weeks on and 2 weeks off), as well as the possibility of working more hours, which is also confirmed by the results of a study by Olkiewicz [10].

It can be concluded that, irrespective of the form of employment of nurses, it is important for managers to take care to ensure employment security through an employee-specific approach as well as a motivational system in the form of financial and non-financial incentives, which significantly influence decisions on the form of employment, and which, in the long term, translates into benefits for healthcare entities in terms of ensuring the continuity of care [11].

## **Conclusions**

1. The basic form of employment for nurses is the employment agreement.
2. Experienced medical nurses striving for a stable retirement predominantly choose employment agreements, whereas young nursing staff often opts for alternative forms of employment, i.e. the civil law agreement – the so-called contract.
3. The use of differentiated forms of employment is due to the demand from healthcare providers as well as the supply from nurses.
4. The differentiated forms of employment result from the organisational, legal and financial possibilities of the employed entities.

## **Recommendations for nursing practice**

Enabling nurses to take up different forms of employment allows them to shape their professional development. Nurses who work under an employment agreement are usually those who are already experienced and have a stable family and work situation. Younger people entering the system with less experience, but with far more



time on their hands, are oriented towards income-earning opportunities, but at the same time gain a wide range of experience. The growing importance of human capital is causing healthcare providers to match the expectations of nursing teams.

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Conflict of interest: None

Funding: None

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A – study concept and design

B – data collection and/or compilation

C – data analysis and interpretation

D – writing

E – critical review of the paper

F – approval of the final version of the paper

Date of receipt: 27.10.2024

Date of acceptance: 12.11.2024