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Dilemmas of human potential management, from the viewpoint of employment security

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#### 1. Introduction

Changing circumstances which in numerous enterprises function, in conditions of unpredictability, create a need for internal transformation of these entities, mainly in social and organizational fields. The area of human resources and employment becomes important, and particularly somehow permeates all the others. In Polish economic practice, some important issues are currently being revealed, which serve as the source of dilemmas connected with employment. These dilemmas are:

1. The use of flexible forms of employment, which involves relinquishing the traditional model of proceedings in this particular area, based on full-time employment, and at the same time establishing employment relationship of indefinite duration, which – as a result of entering into a contract of employment – gives a worker a status of an employee. This form of relationship, is referred to as an employment contract, as opposed to civil law contracts, i.e.

short-term, based on civil law contracts, therefore flexible forms, considered by many as uncertain, not providing a sense of employment security, but also a sense of bonding with the company.

- 2. Generational changes, including a rise of professional activity of generation Y, characterized by a considerable distinctiveness from the older generation. The resulting diversity hampers the management processes.
- 3. Increasing popularity of the project-oriented management approach, reflected in, among others, so-called project-managed organizations, characterized by specific lack of employment stability due to the absence of in these conditions clearly stated rules of human resources function.

With reference to the important, for this study, category of employment security, it is worth indicating that the uncertainty in discussed area is not only connected with flexible forms of employment, but also with fixed-term work provision based on standard employment relationship. The latter form of employment is presently under particular legislative scrutiny in the light of its overuse.

A search for proper solutions within the issues in question should be accompanied by a look from the perspective of two core groups of enterprise's stakeholders, i.e. employers, and employees. These solutions are affected by a number of various determinants. It is advisable to pay attention to the system of values, attitudes, and behaviors of indicated parties, and also to the definiteness and the level of stability of the situation in which they are in. Employers and employees are in fact motivated by their own, exclusive interests, which differentiates their positions and makes it difficult to achieve a solution, with which both will be satisfied. Despite the limited scope of common interests and the difference between them, they are however inseparable which creates the need of working out an agreement.

Having in mind Polish realties of human resources management, the accession of Poland into the European Union and accompanying consequences for the personnel area of business entities cannot be ignored. The main aspect is the implementation of provisions included within the EU Law into the local legislation. The foundations of these standards, described as the strive to create new and better jobs, and equal opportunities in availability of work, and the improvement of its conditions were created, with the preference of two union policies, i.e. social policy and the employment policy (see: Cierniak-Emerych, Gableta 2008, pp. 115-118). The implementation of specific EU directives, in practice is fraught with obstacles of objective nature, which often require the application of these directives to be complementary to already entrenched proceeding practices.

As it was indicated before, those who provide work for a given enterprise, complete their tasks while being differently 'authorized' in terms of the form of employment. Despite this fact - in Polish management realties - all those who provide work, are often referred to as employees. This situation is favored by the judicial decisions of the Supreme Court, which states that the employment does not necessarily have to be of employee character, and can be established based on civil law contracts (Orzecznictwo Sądu Najwyższego 2001). The English term 'employee' usually refers to those who are employed based on a contract of employment, which means - in Polish legislation - those employed by establishing an employment relationship. However, for example in the UK, but also according to legal regulations of other UE countries, there are no equivalents of Polish employment based on a civil law contract. It is because, aside from employees, also non-employees are distinguished, which refers to those who provide work in a form of self-employment, outsourced contractors and contractors who perform work by establishing a cooperation with an employment agency (see: Bak-Grabowska 2012, pp. 12-14; Leightonn et al. 2007; Maxwell et al. 2007, pp. 138-161).

Presented realties can lead to certain difficulties in interpreting the results of empiric research conducted in Poland, regarding flexible work provision. This problem becomes even more complicated in a situation in which we want to conduct comparisons between solutions within the area of employment applied in Poland, and in other countries. Special caution, and at the same time, care for showing the characteristics of legal bases for establishing employment in a given country, is required by the presentation of these comparisons. However, it does not mean that such comparisons should not take place. Furthermore, bringing them closer can be particularly valuable in conditions of widening the scope of using flexible solutions within the area of employment. It concerns mainly young persons, who enter the work market, and also ongoing changes in organizational structures of business entities.

The aim of the study is to present the essential determinants of changes within the area of employment concerning business entities operating in Poland. Particular focus has been given to the selection of employment forms, manifestations of, and consequences of ongoing generational changes, and specifics of realizing the human resources function in organizations manager through projects. Identified problems are treated as a starting point for searching of directions of actions in favor of the increase of employment security.

Considering the above-mentioned, own empirical research results are presented as well as conducted by other scientists, included within the subject

literature. Favorable conditions and employment security are treated as a major interest of employees, as well as of potential employees. Results of research are presented, conducted from 2010 to 2011<sup>1</sup>, systematically complemented through the following years with unstructured interviews regarding the realization of employee interests in approximately 20 enterprises (from over 200 included in previous research). Own research was realized also in approximately 100 project-oriented organizations (2014-2015), focusing on problems regarding employment<sup>2</sup>. Problem changes were characterized by invoking proper research reports.

# 2. Forms of employment and their diversity – in effort to increase the sense of security of employment

One of the characteristic features of the, so called, traditional employment model that has functioned in Poland through decades, and is historically based, was a strife for full-time employment, and establishing an employment relationship with an employee for an indefinite period. By establishing an employment relationship, an employee commits to doing the work in person and thoroughly, and to submitting to the employer. It involves, among others, providing work in a specific place and time, indicated by the employer. At the same time, the status of an employee is accompanied by a number of obligations and privileges - included mostly in the Labour Code (Kodeks pracy 2015), but also in other acts of Polish law, for example, in Regulations of the Minister of Work and Social Policy. Within these rights it is advisable to indicate in particular: remuneration for work, paid holiday leave, paid period of absence in work connected with sickness of the employee or one of their family members under his or her custody, set within specific acts of Polish law, in daily and weekly dimensions of work time, as well as settlement period connected with such dimension, etc.

In practice, above-mentioned elements of employee entitlements are increasingly considered as an obstacle for realizing their needs, particularly by employers, but sometimes also by employees. In case of employers, it comes mainly to the quality and quantity adjustment of work potential with given

<sup>1</sup> The empirical study was conducted as part of the research project grant No. NN115 134434 founded by the Ministry of Science and Higher Education. For details on the respondent sample used and the overview of the findings, see: Bodak, Pietroń-Pyszczek, 2012, pp. 53-90).

<sup>2</sup> The study – financed by the National Science Centre as part of the project DEC-2013/09/D/ HS4/00566 – was conducted using free and structured interviews.

circumstances of enterprise functioning. On the other hand, those providing work, especially persons who perform so called 'liberal professions' e.g. lawyers, doctors, but also persons who constantly pursue new challenges, perceive the traditional model of employment as a relic of the past, which constitutes a limitation in shaping their professional carrier. Given this fact, it is necessary to recognize that the Polish Labour Law, to extent much more detailed than that of other European States, regulates conditions of employment (Folfas 2009, pp. 291-301).

The term 'flexible forms of employment' is not homogeneous. Most often forms that present characteristics of:

- 1. Worker employment connected with establishing an employment relationship, which gives the person performing work a status of an employee, but taking the shape of establishing an employment relationship for a 'set period' (e.g. employment contract for a set period, trial contract, replacement contract, contract for performing a given work etc.). Obligations of employees employed in such way, as well as their rights are in fact almost identical to conditions offered to employees providing work of indefinite period. An exception in this case, is, for example, lack of the necessity for the employer to provide the reason of terminating the employment relationship, which is mandatary in case of indefinite employment contract.
- 2. Civil law contract, e.g. specific task contract, contract of mandate, fixed term employment contract, agency agreement etc.).
- 3. Mixed, such as combining a work contract and civil law contract (e.g. managerial contract).

Are mentioned, but also solutions that in fact do not fit the term 'form of employment', such as self- employment and staff leasing. The first is based on assigning the performance of work to a person who is an entrepreneur. It is not an employee-employer relation. The person providing work is a representative of a one-person business enterprise, which realizes tasks in favor of a different business enterprise. Self-employment is often referred to as a determinant of people flexibility. The creation of one-person business enterprises increases a chance for creating additional jobs. Staff leasing on the other hand is, in Polish realties, based on establishing cooperation between temporary work agencies. A tri-side structure is created, i.e. temporary work agency - employee employed by thee - an object, for which the temporary employee performs task (see: Cierniak-Emerych 2012).

As a tendency for abandoning the indefinite contracts arises, in favor of set period contracts, and introducing accompanying facilities in terminating employment contracts, an issue of employment security appears. As it is observable, the insecurity should be connected not only with various other employment forms, including flexible forms, but also with providing work for a set period within employee kind of employment.

Results of own empirical research conducted in Poland in several previous years, indicate a diversity in attitudes of persons providing work, regarding limitations connected with traditional solutions in favor of flexible forms. Respondents, referring to categories of employment safety, mostly stated that the sense of security is greatly reduced in circumstances of other forms of employment. It comes particularly to persons who provide work based on contract of mandate, or task specific contract. These types of contracts even got to be called 'junk contracts' in Polish realities. This proper name is connected with dissimilarity, or rather with limitation - as compared to employee form of employment - of employee entitlements. It mostly comes to social protection and protection against loss of employment.

The use civil law contracts changes the relationship between employer and employee, to a relationship between a mandator and mandatary, or an entity that performs a given task. This situation results in legal consequences for persons who realize work through such means. For illustrating the difference between establishing a standard employment relationship and other employment agreements through conclusion of a civil law contract, basic features of these solutions are presented in table 1.

As it results from the information included in table 1, employee entitlements - that were mentioned earlier, in connection with the traditional model of employment - such as, for example, the right of leave, or paid sick leave, are given to persons employed with the use of civil law contracts, only when stated by other provisions made during the conclusion of a given contract. Therefore, internal provisions between the parties, serve as a base for realizing interests disclosed in such a form. It is advisable to stress that civil law contracts provide employers with measurable financial gains. These contracts can reduce work costs through lower social security premiums, and do not force employers to abide the minimal pay regulations, and also allow for avoiding 'trouble' connected with the necessity of swift employment reduction, in a situation of a decrease in demand for products or services provided.

The observation of Polish business practice shows that employers normally exhibit aversion for the use of any provision that results in expanding the entitlements of employees. They do so sporadically, thus depriving employees, employed based on civil law rules, from employees' privileges mentioned

above. Usually, this deprivation is not compensated by the salary offered under these contacts. For an employee, the main reason for entering into such contract is an objective must for providing work, with no alternative of permanent employment.

Moreover, the issue of protecting the sense of social security for persons employed, based on civil law contracts should be paid attention to. In a short period the limitation and/or the lack of premiums paid to social security (Zakład Ubezpieczeń Społecznych/Social Security Department) may affect the attractiveness of the salary. However, in the long run, difficulties connected with an access to free medical care, disability pension or retirement provisions, which result from the above-mentioned lack, can become an issue of growing importance (Cierniak-Emerych, Gableta 2013, pp. 89-98).

In 2014, in Poland more than 28 % (3.7 million) workers were employed based on fixed term employment contracts or other types of contracts which were not indefinite employment contracts. From this perspective, Poland 'leads' in the European Union. Within the EU, approximately 14% of workers are not employed in stable conditions (Kowalski, Osiecki 2015). Moreover, in Polish business reality, there are workers who provide work based on fixed term contracts for years. The issue of reducing the scale of this phenomenon has become a subject of special concern, as emphasized before. It has its reflection in an amendment of the Labour Code and some other acts, planned for 2015.

According to the project (Sobczak 2015), in one enterprise the maximum duration of fixed term contracts cannot exceed 36 months including a 3 months trial. The adopted rule '33 and 3' means that in a situation in which the employment period exceeds the limit of 33 months or the employer already concluded 3 contracts with the worker, potential further work provision by the employee, must be based on the indefinite employment contract. The suggested linking of the notice period for terminating the indefinite employment contract with the employment period under a given employer refers to the solution used in indefinite contract. The legislator took into account only a few cases, for which the rule of '33 and 3' will not be applied. It refers, among others, to contracts for replacement of an employee, casual or seasonal work. It does not however change the fact that the proposed solution should, on the one hand decrease the scale of employing workers based on fixed term contracts, and on the other hand it should positively affect the conditions of such employment, including the rise in salary. It is particularly important for the youngest generation of workers.

Table 1. Features of an employment contract and selected forms of civil law contracts

Employment contracts	Civil law contracts		
	Contract of mandate	Task specific contract	
Parties of such contract are the employer and an employee.	Parties of such contract are the mandator (employer) and the mandatary (employee).	Parties of such contract are the ordering party (employer) and the contracted party (contractor, task performer - employee).	
Employment contract results in establishing an employment relationship between the parties. Provisions of the Labour Code are applied.	Contract of mandate results in establishing a civil law relationship between the parties. Provision of the Civil Code are applied.	Task specific contract results in establishing a civil law relationship. Provisions of the Civil Code are applied.	
Employee willingly submits to the employer, which means that the employer can give ongoing orders. Employee can be assigned to, for a period that does not exceed 3 months in a calendar year, performing other work specified within the contract, if it the work is compliant with his or her qualifications and does not result in a decrease in salary.	The mandator can give only directions for the mandatary regarding the way in which the service is provided.	The contractor possesses a broad discretion in performing a task. The ordering party however possesses the ability to control the way in which the task is performed and can demand to change the way in which the task is performed. If the task is not performed at all, or it is performed faultily, the ordering party can withdraw from the contract and order the remaining task to a different contractor at costs and responsibility of the original contactor.	
Employee must perform work personally and also fulfill employer's orders.	The mandatary should perform the task personally. However, in specific circumstances, they designate his or her replacement.	The contractor can, but is not obligated to perform the task personally.	
Contract of employment is paid (in Poland the salary cannot be lower than the so called minimal pay). Employee cannot waive his or her right for salary.	Contract of mandate can be paid or not paid.	Task specific contract is a paid contract.	

Employee is entitled to a number		
of 'employee benefits' such		
as, for example paid holiday		
leave, paid sick leave, in specific		
circumstances a financial		
'severance', e.g. retirement		
severance.		

'Employee benefits' are entitled to the mandatary only if the parties agree to such within the contract.

Employee benefits' are entitled to the contractor only if the parties agree to such within the contract.

Source: own study based on: (Cierniak-Emerych 2012, pp. 84-85; Bąk, Jagoda-Lenartowicz 2004, pp. 18-19; Gableta (ed.) 2006, pp. 49-50)

Changes in the Labour Code are directed also to limit the number of possible employment contracts, leaving only 3 types: proper employment contract for an indefinite time period, fixed term employment contract and trial contract. The above-mentioned results from the fact that a contract for providing a specific type of work or a replacement contract were rarely used in practice. In lieu of the first of contracts mentioned, employers were more likely to conclude civil law, task specific contracts. Despite the fact that in practice all work can be provided based on one of the three mentioned contracts, a possibility of concluding a fixed term contract will still be available for employing a worker for replacement.

In a situation of a work market of dualistic nature, present in Poland, there are:

- 1. Those privileged, being employed and secured (insiders).
- 2. Those providing work based on 'worse' contracts and unemployed, and uncertain about the future (*outsiders*), an idea of a homogeneous employment contract appears among economists and business practitioners (*single contract*). A default contract is concluded for an indefinite time, through providing the employee with all benefits resulting from the employment contract (e.g. social security provisions, sick and holiday leave), allows the employer to dismiss an employee without providing a justification of such decision. For maintaining the flexibility of employment formula indicated, notice period and the amount of severance paid in such case, would be proportional to employment period under a given employer.

Despite arguments for and against proposals of a single contract, the idea of such contract alone seems to be quite original. It is after all a kind of a compromise between, often articulated by employees, need for employment security, and important for employers, flexibility in studied field. The implementations of single employment contract concepts in the nearest future should not however be expected, mainly due to arising concerns regarding excessive liberalization

of employment rules, and also implications connected with necessary changes in law in force.

In Poland managers have been trying to introduce more flexibility into forms of employment for a number of years. It should be remembered however that flexible forms of employment which seem attractive both to employers and for employees, can be perceived differently by some groups of employees. It is not only about Generation X who are generally seen as adversaries of flexible employment, and adapting with difficultly to working in flexible employment conditions. Also representatives of the C generation are apprehensive towards flexible employment. The issue is even more complicated in companies using project approach to management. This creates grounds for a closer analysis of the problem at hand in terms of challenges for internal stakeholders, both employers and employees.

## 3. Generational changes and project-oriented thinking as an issue in organizational management

In Poland, generation Y refers to persons in their twenties to thirties, born after 1980, for whom the beginning of the XXI century was a time of a search for their first work. It must be stressed that there have already been made a lot of studies regarding generation Y (Cewińska et al. 2009, pp. 118-134; Chester 2006). Mainly, attention is paid to the lifestyle, consumer needs and specific (distinct) information sources, and also work style. It cannot be missed that the generation Y is substantially different, compared to the previous one. These distinctions - thoroughly analyzed by sociologists and psychologists - can be reduced to a single statement that the main element that sets apart the so called 'generation Y' from 'the generation X' is the attitude towards life. Representatives of these generations have specific expectations; however they have different ways and possibilities of realizing these expectations, which require a search for more varied and individualized ways of personnel management by an enterprise. Representatives of generation X and Y differ from each other significantly, and cannot be treated as a group of common interests. Contrasts between generation Y and persons born before 1960 are enormous, and both age groups will coexist at the work market for at least 10 years (Fazlagić 2008). In HR specialists' obligations lies the anticipation and easing of possible conflicts that result from distinct employee interests, from different generations, and preparing managers for the arrival of the next 'generation C'.

In a context of shaping the relations between the employer and the employee, strengths and weaknesses of generation Y can be indicated (see table 2).

Table 2. Representatives of generation Y as employees

Strengths	Weaknesses
<ul> <li>Familiar with new technologies</li> <li>Task-oriented work approach</li> <li>Independence and ambition</li> <li>Focus on personal development</li> <li>Focus on changes and innovativeness</li> <li>High self-esteem, clear expectations</li> <li>High involvement in a work which is interesting and gives satisfaction</li> <li>Importance of corporation's reputation and work atmosphere</li> <li>Care for work-life balance</li> </ul>	<ul> <li>Aversion for following rules</li> <li>Demanding attitude towards employer</li> <li>A need for constant feedback and stimulation</li> <li>Difficulties in personal contacts</li> <li>Willingness to take risks</li> <li>Difficulties with dealing with criticism. Lower tendency for loyalty</li> <li>Own comfort and convenience instead of dedication to the employer</li> </ul>

Source: Stachowska 2012, p. 39

Polish representatives of generation Y are mainly characterized by the fact that they are the first generation which was brought up during times of peace and capitalism. Persons born in 1986 and before did not experience mass unemployment. Generation Y in Poland has experienced mass economic emigration. Goods such as cars and laptops are now commonly available. These conditions create a situation, in which young persons may seem to be shortsighted, expressing a demanding attitude etc. It is worth noticing that studies conducted among the representatives of Polish generation Y (Stachowska 2012; Cewińska et al. 2009) indicated their limited flexibility in terms of work conditions and work hours. Respondents clearly preferred an indefinite contract or other traditional forms of employment, realized in set, invariable hours (e.g. form 8:00 am to 4:00 pm) that guarantees regular, monthly income.

Generation C are, according to Booz & Company consulting corporation, so called digital natives, for whom digital world is a norm. An average representative of this generation is fully connected to mobile devices, online for 24 hours a day, and leads parallel lives in social media. 'Connect, communicate, change' - are the three words that characterize generation C. Currently, representatives of generation C are students, and start to perform their first activities within the labor market (Klonowska-Szałek 2001). According to research conducted by the

Poznan University of Economics and Pracujflexi.pl portal, Polish generation C has a set of some specific features (Klonowska-Szałek 2001):

- 1. Respondents fear that due to flexible work, they will not advance, and will experience problems with motivation.
- 2. They treat flexibility as a current standard of employment, because it is not important 'where and when tasks are completed'. Because of this fact, respondents are not willing to give up a part of salary in exchange for flexibility. Only 1/3 respondents would agree upon lowering a salary in exchange for flexibility.
- 3. Respondents prefer a 'fifty-fifty' model, which means that part of the work is performed within the firm, and the other part at any other place (e.g. cafe, their apartment, etc.).
- 4. Respondents fear that flexible employment may reduce their value within the workplace, make it difficult to advance and to communicate with the team. This concern is substantiated especially in companies, in which values preferred by older generations are strongly grounded.

It is probable that attitudes (expectations) mentioned above, expressed by younger generations will constitute a serious issue for currently functioning organizations in Poland - especially for those, in which employment becomes less stable, and its duration can be limited to the realization of a single project. As it was indicated in the introduction of this study, in contemporary enterprises it is more and more common to approach management in a project-oriented way. It is performed by establishing temporary interdisciplinary teams that are responsible for achieving specified results in a set time. This approach implies new characteristics of work, connected with functioning within teams (often with a changing composition), performing non-routine tasks, striving to achieve project's goals. Employment characterized by such attributes serves as an answer for above-mentioned expectations of the representatives of younger generations (for more see: Piwowar-Sulej 2012, pp. 47-49; Piwowar-Sulej, Pietroń-Pyszczek 2012, p. 208).

The human resources function within an enterprise, which uses project-oriented management approach occurs in two ways. On the one hand, tasks connected with human resources management are directed to provide proper staffing and foster regular employees' motivation. On the other hand, analogous tasks must be realized within the project (for more see: Piwowar-Sulej 2014, pp. 249-253). Employer's main obligation is to consistently shape both of these paths of human resources function, in a way in which they foster the realization of organization's goals, and at the same time not to create severe disproportions

between individuals who provide work within constant structures, and those engaged in projects.

The needs of a given project, concerning quality and quantity potential of project team members, affect the state, and the form of employment within an enterprise. The need of periodical increase of personnel quantity potential can result from shortening one of the project parameters, i.e. time of realization. Having in mind the project team quality potential, it should be stated that, since every project - by definition - is a one-time activity, unique, hence it is impossible for the organization to have access to personnel with such universal competence that will satisfy the need of every single project. From the necessity a quality characteristics, thus result recruitment activities conducted within external work market, which affect the periodical increase of employment within an enterprise.

During the realization of a given project, the composition of a team can be constant, or it can change in subsequent stages of progress. Project teams can be divided into constant, and dynamic (networking). Also, other project team division criteria can be indicated, and also a set of criteria characterizing a project itself that affect the features of employment (for more see: Piwowar-Sulej 2013, pp. 48-51).

From 2014 up to 2015, also within the scope of the research project referenced above, studies were conducted in 100 organizations which apply project-oriented management, localized in Poland. Research shows that the regular personnel of an enterprise are engaged into the project (Piwowar-Sulej 2016, pp. 112-117). However, it is also popular to periodically employ personnel exclusively to satisfy project's needs, based on civil law contracts, exemplified in table 3.

Personnel recruited under a given project can be employed on periodical employment contracts, and civil law contracts. Methodical correctness regarding the branch of project management, does not allow for the use of all above-mentioned types of periodical employment contracts. Only the contract for performing a given task was excluded. This type of contract was basically a subtype of a fixed term contract, and its distinction lied in a fact that within the contract only the approximate duration of an employment relationship is specified, connecting it with the completion of specifically indicated tasks. Both parties agreed from the beginning that the contract can last for more, or less than it was originally predicted during the conclusion, and it cannot be prematurely terminated. A contract for performing a given task was concluded in, e.g. projects of restructuring or privatization (Szewczyk 2004). However - as it was indicated before - this type of contract should not have been concluded

in projects that by definition always have a assigned, specific (not approximate) time of finalization, and at the same time, it is one of the features of the projects that indicate the successful realization of an enterprise.

Table 3. Examples of solutions in used within the employment of project team members

Organization type	Examples of solutions used in given projects	
Strictly project-oriented organizations, i.e. whose main business goal is to complete projects	<ul> <li>Construction company, a project regarding a housing estate:</li> <li>Project manager by regular personnel employed based on employment contract</li> <li>General construction tasks performer by regular employees, employed based on employment contracts</li> <li>In case of need for periodical employment of auxiliary personnel – mostly based on civil law contracts</li> <li>Additional part of tasks is order to subcontractors (within outsourcing)</li> </ul>	
Organizations focused on repetitive activities, but periodically engaged in projects - mostly for external needs	<ul> <li>Bank, a project regarding the implementation of a new product:</li> <li>Project is manager by a regular personnel, employed on employment contracts,</li> <li>Main tasks are performed by regular personnel, employed on employment contracts,</li> <li>Periodically, auxiliary personnel is recruited – e.g. responsible for IT development (within self-employment, staff leasing)</li> </ul>	

**Source:** own study

Suggestions regarding the implementation of a new type of employment contract - a project contract, indicate the recognition of the seriousness of this issue. In the employer's report from the year 2014 titled 'Competitive Poland: how to advance in a world economic league' a postulate was presented, for this type of contract to be concluded for the duration of a given project, but with the lack of legal limitations as to the duration of such contract. Moreover, there should be a possibility of its premature termination with two weeks' notice period (PAP 2014). Such contract would serve as an alternative for a contract for performing a specific task. In practice, a contract for performing a specific task was not used, because - as it was indicated before - employers did not possess a legal possibility of its premature termination. Because of this fact - in accordance to the amendment of the Labour Code - which entered into force

with the beginning of 2016, such type of employment contract will not function in Poland (Rudak 2015).

#### 4. Conclusions

The importance of the role of human resources within the processes of development and changes inside organizations should no longer be a subject of dispute. Among characteristics of these resources, it is worth considering an emotional attitude of employees towards various kinds of phenomena and processes present inside organizations, which implies specific attitudes towards work, and does not leave the realization of employees' interests unaffected. Their behavior, connected with their professional situation, result in the appearance of specific dilemmas in shaping the employment conditions and security. These issues should be considered with reference to internal and external circumstances, present in a given time, including personal features of employees and their roles within an enterprise.

The strive for making employment forms more flexible in Polish business entities, is manifested mostly through the use of varied forms of employment along with excessive, as it may seem, employers' tendency for using civil law employment contracts, reducing the sense of employment security, along with, frequently, generating stress and discontent of employees. This issue, characterized by distinctness in comparison to western experiences, is described in Polish literature quite extensively. The application aspect however, has been dominated by the law in force, constructed in accordance to EU directives. It can be stated that through the process of its formation, not enough care is given to the consideration of social consequences of applied provisions. The disintegrating bond between employees and a given enterprise is shown through the decrease of trust and loyalty, and often, involvement- as a result of the spread of flexible work provision forms. It creates a need for search for ways of stimulating desired behaviors of employees, adequate for the situation.

In the field of management, relatively little attention is paid - particularly in practice - to generational characteristics, which currently generate a lot of new problems in the field of human resources management. Fast technological and IT progress is accompanied by socio-demographic changes, which result in a high visibility of generation Y. This generation is characterized by the distinctness of value hierarchy, worldview, preferences, motivations, and attitude towards work. Its potential however will more and more shape the dynamics of the development of business entities. Successful use of this potential requires

proper changes in a way in which employees are approached, and in shaping a proper set of instruments of their activation. The problem of transformations in realization of human resources function manifests itself also in connection with the abandonment of traditional organizational structures. Unique, and individual activates are of growing importance, which is shown, for example, by the use of project oriented approach within business management.

Presented studies do not exhaust all aspects of an issue of creating a sense of employment security, suited for contemporary management realties. By recalling the aspect of employment flexibility, changes within the structure, and the potential of employees, an attempt of indicating grounds and directions of transformations in human resources field has been made. Additionally, the importance of ongoing changes at the enterprise level has been recognized, along with changes regarding a person itself, including his or her needs and expectations regarding employment. Harmonization of these two fields - in Polish business realties - is an important challenge for management.

### **Summary**

## Dilemmas of human potential management, from the viewpoint of employment security

In this study - based on the result of own and others empirical research, regarding conditions of person's functioning in the process of work during the last decade of 2000's - an attempt of indicating dilemmas connected with shaping of employment security has been made. The field of study was approached not only from the perspective of employees and employers, but also with the intent of showing the diversity of solutions adopted in this area The results of presented research have confirmed the validity of solutions postulated by science, in relation to the results of monitoring of the turbulent economic environment and the progressing changes in employees' expectations.

**Keywords:** *flexibility, forms of employment, generational changes, project management.* 

#### Streszczenie

### Dylematy gospodarowania potencjałem ludzkim z perspektywy bezpieczeństwa zatrudnienia

W opracowaniu – posiłkując się wynikami własnych i cudzych badań empirycznych, dotyczących warunków funkcjonowania człowieka w procesie pracy w ostatniej dekadzie lat dwutysięcznych – podjęto próbę wskazania na dylematy związane z kształtowaniem bezpieczeństwa zatrudnienia. Ponadto skoncentrowano się na przejawach i konsekwencjach dokonującej się zmiany pokoleniowej oraz implikacjach wprowadzania do przedsiębiorstw podejścia projektowego, a zatem idei zarządzania przez projekty. Podjętą problematykę rozpatrywano nie tylko przez pryzmat oczekiwań pracowników ale i pracodawców, ukazując występujące w tym zakresie zróżnicowanie. Wyniki zaprezentowanych badań ujawniły zasadność formułowania przez naukę rozwiązań użytecznych w nawiązaniu do wyników monitoringu turbulentnej rzeczywistości gospodarczej oraz postępujących zmian w oczekiwaniach zatrudnionych.

### Słowa kluczowe:

elastyczność, formy zatrudnienia, zmiany pokoleniowe, zarządzanie projektami.

### References

- 1. Bąk D., Jagoda-Lenartowicz A. (2006), Jak zatrudnić pracownika. I-BiS, Wrocław.
- 2. Bąk-Grabowska D.(2012), Kobiety o elastycznych formach pracy interpretacja wyników badań empirycznych, "Zeszyty Naukowe Wyższej Szkoły Bankowej", No. 30.
- 3. Bodak A., Pietroń-Pyszczek A. (2012), Identyfikacja i diagnoza oczekiwań wyodrębnionych grup interesariuszy wewnętrznych, [in:] M. Gableta (ed.), Interesy pracowników oraz warunki ich respektowania w przedsiębiorstwach, Wyd. UE we Wrocławiu, Wrocław.
- 4. Cewińska J., Striker M., Wojtaszczyk K. (2009), Zrozumieć pokolenie Y wyzwania dla zarządzania zasobami ludzkimi, [in:] M. Juchnowicz (ed.) Kulturowe uwarunkowania zarządzania kapitałem ludzkim, Oficyna Wolters Kluwer business, Kraków.
- 5. Chester E. (2006), *Młodzi w pracy. Jak zadbać o pracowników pokolenia Y*, HELION, Gliwice.
- 6. Cierniak-Emerych A., Gableta M. (2008), Realizacja wytycznych Unii Europejskiej dotyczących gospodarowania potencjałem ludzkim, [in:] M. Gableta, M., A. Cierniak-Emerych (eds.), Zarządzanie ludźmi w organizacjach funkcjonujących w Europie, I-BIS, Wrocław.
- 7. Cierniak-Emerych A., Gableta M. (2013), Interesy pracowników w kontekście zmian w modelu zatrudnienia, "Acta Universitatis Lodziensis, Folia Oeconomica", No. 283.

- 8. Cierniak-Emerych A. (2012), *Uczestnictwo pracobiorców w gospodarowaniu potencjałem pracy przedsiębiorstwa*, Wyd. UE we Wrocławiu, Wrocław.
- 9. Fazlagić J. A. (2008), *Charakterystyka pokolenia Y [Description of the generation Y]*, *E-Mentor*, No. 3 (25), available at http://www.e-mentor.edu.pl/artykul/index/numer/25/id/549 (accessed 20.04.2015).
- 10. Folfas P. (2009), Analiza porównawcza sytuacji na rynku pracy w Irlandii i we Francji w świetle jej prawnych determinantów, [in:] G. Wrzeszcz-Kamińska (ed.) Spójność społeczna i ekonomiczna Unii Europejskiej, I-BiS, Wrocław.
- 11. Gableta M. (ed.) (2006), *Potencjał pracy przedsiębiorstwa*, Wydawnictwo AE, Wrocław.
- 12. Klonowska-Szałek A. (2011), Żegnaj X i Y. Witaj C! Nowe pokolenie zmienia rynek pracy, HR Standard.pl, available at http://hrstandard.pl/2011/09/21/zegnaj-x-i-y-witaj-c-nowe-pokolenie-zmienia-rynek-pracy/ (accessed 12.10.2015).
- 13. Kodeks pracy (2015), Wyd. OD. NOWA, Bielsko-Biała.
- 14. Kowalski J.K., Osiecki G. (2015), *Polski rynek pracy na celowniku UE: Od przyszłego roku ma być mniej śmieciówek*, available at http://praca.gazetaprawna.pl/artykuly/871943,polski-rynek-pracy-na-celowniku-ue-od-przyszlego-roku-ma-byc-mniej-smieciowek.html (accessed 18.05.2015).
- 15. Leightonn P., Strett M., Hecker R., Holland P.(2007), Out of the shadows. Managing self-employed, agency and outsourced workers, Elsevier Ltd., Burlington.
- 16. Maxwell G., Rankine L., Bell S., Mac Vicar A. (2007), The Incidence and Impact of Flexible Working Arrangements in Smaller Business, "Employee Relations", No. 2.
- 17. Orzecznictwo Sądu Najwyższego (2001). I PKN 432/99, OSNAP, No. 9, poz. 310,
- 18. PAP (2004). Pracodawcy chcą zmian prawa pracy; związkowcy: ludzie będą emigrować, "*Gazeta Wyborcza*", No. 20, Juni, available at http://wyborcza.pl/1,91446,16187731,Pracodawcy\_chca\_zmian\_prawa\_pracy\_zwiazkowcy\_ludzie.html#ixzz3lzajfISR (accessed 17.09.2015).
- 19. Piwowar-Sulej K., Pietroń-Pyszczek A. (2012), Wpływ zarządzania przez projekty na wizerunek pracodawcy, [in:] A. Sopińska (ed.) *Współczesne przedsiębiorstwo*. *Teoria i praktyka*, Oficyna Wydawnicza SGH, Wrocław.
- 20. Piwowar-Sulej K. (2012), Wdrożenie podejścia projektowego. Konsekwencje dla satysfakcji pracowniczej, "Edukacja Ekonomistów i Menedżerów", No. 2 (24).
- 21. Piwowar-Sulej K. (2013), Formy zatrudniania uczestników projektu, "Nauki o Zarządzaniu", No. 1 (14).
- 22. Piwowar-Sulej K. (2014), Personnel function in a project-oriented organization its form and a matter of consistency, "International Journal of Academic Research", Vol. 6 No. 2.

- 23. Piwowar-Sulej K. (2016), Zarządzanie ludźmi w organizacjach zorientowanych na projekty, Difin, Warszawa 2016.
- 24. Rudak O. (2015), *Kodeks pracy: zmiany w umowach na czas określony już w Dzienniku Ustaw, "Lege Artis"*, 28 August, available at http://czasopismo.legeartis.org/2015/08/kodeks-pracy-zmiany-2016.html (accessed 29.08.2015).
- 25. Sobczak K. (2015), *Rząd zdecydował: będą ograniczenia dla terminowych umów o pracę*, available at http://www.kadry.abc.com.pl/czytaj/-/artykul/rzad-zdecydowal-beda-ograniczenia-dla-terminowych-umow-o-prace (accessed 31.03.2015).
- 26. Stachowska S. (2012), Oczekiwania przedstawicieli pokolenia Y wobec pracy i pracodawcy, "Zarządzanie Zasobami Ludzkimi" [Human Resources Management], No. 2.
- 27. Szewczyk H. (2004), Charakter prawny umowy na czas wykonania określonej pracy, "Monitor Prawa Pracy", No. 8, available at http://czasopisma.beck. pl/monitor-prawa-pracy/artykul/charakter-prawny-umowy-na-czas-wykonania-określonej-pracy/ (accessed 17.09.2015).