R E V I E W

From Prof. D.Sc. Ekaterina Ilieva Mateeva,

Professor of Civil Law

Professional field 3.6 Law

Scientific specialty Civil and Family Law

SU "St. Kliment Ohridski", Faculty of Law,

Department of Civil Law Sciences

Regarding: Competition announced by Sofia University "St. Kliment Ohridski" (State Gazette, issue 22 of 16.03.2021), for the academic position of "**Professor**" at the Faculty of Law of Sofia University "St. Kliment Ohridski", higher education field 3. Social, economic and legal sciences, professional field 3.6 Law, (Labour and Social Insurance Law)

With a single candidate: **Assoc. Prof. Dr. Nina Milkova Gevrenova**

Habilitation work: **"Essential content of the individual employment contract", S., Ciela, 2021, 359 p., ISBN: 978-954-28-3470-0**

Grounds for submitting the review:

Order № РД-38-200/23.04.21 of the Rector of Sofia University "St. Kliment Ohridski" and a decision of the scientific jury from its first meeting to assign preparation of reviews and opinions under this competition

1. Overview of the candidate's academic development and her professional activity

Assoc. Prof. Dr. Nina Milkova Gevrenova has submitted all the documents necessary for this competition, described in the list of annexes to application with reg. № 69/12.05.2021 of Sofia University "St. Cl. Ohridski", which establish the implementation of the substantive requirements for holding the academic position of "Professor" in professional field 3.6 Law (Labour and Social Insurance Law), provided in the Act on the Development of Academic Staff in the Republic of Bulgaria (ADASRB), the Rules on Implementation of the ADASRB and the Rules on the terms and conditions for obtaining scientific degrees and holding academic positions at Sofia University "St. Kliment Ohridski" (adopted by a decision of the Academic Council of 31.10.2018, Minutes № 1).

As can be seen from the documents submitted in the competition, the candidate has graduated with honors from the Faculty of Law of Sofia University "St. Cl. Ohridski" in 1992, and acquired the qualification of "Lawyer" (Diploma № 116428 dated 5.5.1992, issued by Sofia University "St. Kliment Ohridski").

From the year 1992 onwards began Ms. Nina Milkova Gevrenova's career as a full-time university lecturer. She held the academic positions of **Assistant** (6.10.1992-6.03.2000), **Junior Assistant** (7.03.2000-7.07.2003) and **Senior Assistant** (8.07.2003-1.07.2014) in "Labour and Social Insurance Law" at the Faculty of Law of Sofia University "St. Cl. Ohridski".

She acquired the educational and scientific degree "**Doctor**" in the scientific specialty 05.05.10 "Labour and Social Insurance Law" with the dissertation entitled "**Rules of internal labour order - a non-state source of labour law**" (Diploma № 31532 from 27.06.2007. of the Higher Attestation Commission at the Council of Ministers of the Republic of Bulgaria, Scientific Commission 19, Minutes № 6 of 16.04.2007).

From 2.07.2014 until now, on the basis of a successfully conducted competition, in which she participated with a habilitation thesis on "**Special protection of workers and employees with reduced working capacity**", S**., Sibi, 2013, 296 p**., the candidate holds the academic position of "**Associate Professor**" **in "Labour and Social Insurance Law" at the Faculty of Law of Sofia University "St. Cl. Ohridski**".

Since 2017, Assoc. Prof. Dr. Gevrenova has been the Head of the Department of Labour and Social Insurance Law at the Faculty of Law at Sofia University.

The candidate has specializations in the field of Labour Law and Insurance Law in Hungary (1994, 1995) and Germany (2006).

As can be seen from the authentic documents presented in this competition, Assoc. Prof. Dr. Nina Milkova Gevrenova has extensive experience as a university lecturer in the disciplines of Labour Law, Insurance Law, International Labour Law and others.

- She gives lectures at the Faculty of Law, Sofia University, majoring in Law, in the disciplines "Labour Law" - a full-time form of education, from the academic year 2014-2015. and until today; "Labour Law" - part-time form of education, from the academic year 2011-2012. and until today; "Insurance law" - full-time and part-time form of education, from the academic year 2013-2014 and until today. Before the students of the specialty "International Relations", the Law Faculty of Sofia University, she gives lectures in the discipline "Fundamentals of International Labour Law", a full-time form of education, from the

academic year 2020-2021 In addition, the teaching activity of Assoc. Prof. Gevrenova includes giving lectures to students at the Faculty of Pedagogy at Sofia University in the discipline "Legal Aspects of Social Activity", Master's degree program, from the academic year 2005-2006. until the academic year 2008-2009; in the Faculty of Public Administration of Sofia University in the discipline "Labour Law", full-time form of education, from the academic year 2018-2019. and till now, as well as in the Faculty of Economics at Sofia University in the discipline "Labour Law", Master's degree program, from the academic year 2019-2020 until today.

- In the Faculty of Law of the University of Veliko Tarnovo, Assoc. Prof. Gevrenova gives lectures on the disciplines "Labour Law", part-time education, from the academic year 2012-2013 until now, and "Insurance Law", part-time education, from the academic year 2012-2013 until today. At the Faculty of Economics of the same university, she gives lectures on "Labour Law" to students majoring in "Human Resources Management", from the academic year 2018-2019 until now, as well as in "Labour Law" for students majoring in "Accounting and Control", from the academic year 2018-2019 until today.

- She has also given lecture courses at the NEW BULGARIAN UNIVERSITY, School of Management, in the discipline "Labour Law" within the Master's program in the period from 2002 until 2012, also in "Difference Management", a Master's program in the period from 2002 until 2012.

- Assoc. Prof. Gevrenova has been a lecturer in numerous practical seminars on "Labour Law", "Health and Safety at Work", "Current changes in labour legislation", organized by RAABE Bulgaria, BCCI and others.

Assoc. Prof. Gevrenova's rich professional experience includes expert activity in her capacity as: expert at the Ministry of Justice, PHARE Program (1996-1997); BCCI expert; expert in the Tripartite Council for Social Cooperation at the MLSP; participation in the development of draft laws on labour law, health and safety at work (2000-2009); expert at USAID Project "Labour Market Project-Harmonization of the Bulgarian Labour Law with EU legislation" (2003-2004), Chief Legal Adviser at BTC AD (2004-2008) and Human Resource Manager at BTC AD (2009-2012), arbitrator at NIPA (2003-2009) and since 2012 - a mediator until today.

Assoc. Prof. Gevrenova was member of the Legal Council of the President of the Republic of Bulgaria (2012-2016).

Since 2000, she has been a lawyer member of the Sofia Bar Association.

2. General overview of the habilitation work submitted in the competition

For her participation in this competition, Assoc. Prof. Dr. Nina Gevrenova has presented a published habilitation monograph under the title "Essential content of the individual employment contract", S., Ciela, 2021, 359 p.

The monograph is structured in a preface, nine chapters and a conclusion. Attached is a list of abbreviations used, as well as a bibliography, including a total of 149 bibliographic items, of which 138 in

Cyrillic and 11 in German and English. Each of the chapters is divided into points and sub-points in sequential numbering, all of which have subject titles. There are 303 footnotes in the paper, containing relevant clarifications, useful commentary notes, systematic references to other parts of the exposition and correct references to bibliographic sources and/or relevant case law. Attached to the paper is a detailed subject index, which greatly facilitates any desired quick reference in the text by keywords and phrases.

In the introduction, the author substantiates the relevance of the chosen topic and its great practical significance. She sees her scientific task in "analyzing the real possibilities of negotiating the elements of the essential content of the employment contract within the existing imperative boundaries, as well as the specific consequences that the presence and absence of the relevant clauses cause." Taking into account the impact of the rapidly developing system of non-state sources on the process of harmonizing the essential content of the employment contract, the author has found it appropriate to shed light on the relationship between state and non-state sources in its regulation, and to highlight the grounds and consequences of invalidity of contractual clauses contradicting them. The striving for an innovative, creative look at the researched topic has prompted the author to choose the systematic approach closest to the legal logic in the analysis of the elements included in the essential content of the employment contract. Instead of following the enumeration in the law (mainly Art. 66, Para. 1 of the Labour Code), she turns her attention first to those stipulations of the essential content of the employment contract which characterize the labour activity as content of the main prestation of the worker/employee, and only then analyzes the elements characterizing the main counter-obligations of the employer. This approach determines the logical, clear and scientifically substantiated structure of the research chosen by the author, allowing her, after clarifying the legal concept and types of essential content of the employment contract in Chapter One of the peer-reviewed work, to analyze in separate chapters the stipulations concerning: the title of the position (Chapter Two), the type and boundaries of the place of work (Chapter Three), the type and duration of working time (Chapter Four), the remuneration system and the basic remuneration (Chapter Five), the determination of additional remuneration for employment length of service and professional experience (Chapter Six), the periodicity for payment of basic and additional remuneration of permanent nature (Chapter Seven), the size of basic, extended and additional paid annual leave (Chapter Eight) and the period of notice in case of termination of employment (Chapter nine). After analytical clarification of the legal framework and key legal features of each of these elements of the essential content of the employment contract prescribed by the legislator, the author examines - in each of them - the subject of negotiation, the limits of contractual freedom given to the parties, the legal consequences of lack of relevant contractual clauses and the meaning of the relevant element of the content of the employment contract agreed by the parties.

The paper ends with a conclusion which summarizes the scientific deductions of the theoretical analysis, and substantiates relevant and well-argued proposals for improving the regulation of the essential content of the individual employment contract.

The peer-reviewed work, based on an in-depth analysis and rich argumentation, substantiates the author's original views that: (1) the essential content of the individual employment contract covers the stipulations on the rights and obligations that characterize the subject of the employment contract and agreement upon which is necessary and sufficient for concluding an employment contract, and the lack of consent on any of these elements determines the lack of an employment contract (pp. 17-20, 337); (2) in the way in which the legislator has regulated the elements of the essential content of the individual employment contract, he has not left sufficient legal space for their negotiation between the parties, insofar

as except for the title of the position, all elements are regulated by numerous imperative legal norms (p. 337); (3) the regulation of the essential content of the individual employment contract provided in the state and non-state sources significantly restricts the freedom of negotiation of the parties and reduces it to their right to determine the content of labour rights and obligations, but not the establishment of the future employment relationship (p.338, last paragraph); (4) only the title of the position has the legal features inherent in the essential content of the individual employment contract, while the negotiation of all other elements does not give rise to the consequences inherent to the essential content, therefore qualifying them as part of this essential content would be incorrect (p. 83 , 339) et al.

3. Evaluation of the obtained scientific and applied results and contributions, and recommendations

The peer-reviewed monograph of Assoc. Prof. Dr. Nina Gevrenova is the first comprehensive and systematic theoretical research on the essential content of the individual employment contract in Bulgarian legal doctrine. There can be no doubt that the legal issues that have grabbed the author's attention are timeless in their meaning and always relevant in doctrine and practice, due to the key role of the individual employment contract as a legal fact for the emergence and existence of employment relationships, and, in particular, for determining the rights and obligations of the worker/employee and the employer, which form the content of the emerging legal relationship. It is extremely important for the doctrine and practice that the peer-reviewed study contains a theoretical analysis, which, without discarding the decades-old concepts and dogmatic constructions in Bulgarian labour law, rethinks the development of legal phenomena and their application in modern, very different and constantly changing legal reality, and in this sense has a clear innovative focus. The practical usefulness of the work is reinforced by the fact that it is widely based on an analysis of the case law of the Supreme Court of Cassation and the Supreme Administrative Court, and its conclusions serve as a legal and logical basis for the numerous and very relevant proposals for improving the legal framework in our country. In view of this, it can be said without hesitation that the work of Assoc. Prof. Gevrenova is an original scientific study of the essential content of the individual employment contract, viewed not only and not so much from the traditional view point of Bulgarian labour doctrine, but with emphasis on the boundaries of contractual freedom, which parties should possess not only with regard to determining the content of the provisions in the individual employment contract, but also with regard to their right to decide whether to conclude the employment contract.

The scientific contributions to the peer-reviewed study are numerous and significant. It is impossible to list them in detail in this review, but it is worth noting some of the more significant ones.

Recognizing the system of legal features that the essential content of the individual employment contract possesses, is of great theoretical and practical importance, as well as the prerequisites that must be cumulatively present in order for the concluded contract - in terms of its content – to be qualified as an employment contract per se and to give rise to employment relationship between the parties.

Novelty in the development of modern labour law science is the distinction substantiated in the paper between substantive and non-substantive essential content of the individual employment contract, as well as the precise distinction between the concepts of non-substantive and optional content of the employment contract. The author sees the practical significance of this distinction in the fact that the lack

of negotiation of the substantive content, including the title of the position, constitutes an insurmountable obstacle to the emergence of the employment relationship due to incomplete factual composition with legal effect. On the contrary, the lack of specific agreements between the parties regarding the non-substantive essential content of the individual employment contract, including - according to the author - the elements under Art. 66, Para. 1, item 1 and items 3-8 of the Labour Code, does not affect the conclusion of the individual employment contract and the emergence of employment relationship, as the latter arises not with the content determined by the will of the parties, but with the statutory content.

For the first time, defended is the thesis that contradiction with non-state sources must be settled as grounds for invalidity of a contractual clause in the employment contract, in which, following the model of partial invalidity of contracts in civil law under Art. 26, Para. 4 of the Contracts and Obligations Act, the norms of non-state sources replace it and fill in the content of the employment contract. For the sake of clarity in law enforcement in practice, it is recommended to explicitly adopt a normative provision according to which the lack of a contractual clause of the essential content of the employment contract determines its invalidity when there is a norm of a non-state source to replace it by law.

The practical usefulness of the peer-reviewed work is measured by the well-founded proposals of the author to amend the current regulation of the essential content of the individual employment contract in order to bring it fully in line with the needs of a constantly evolving and expanding practice. Argued is the concept of the need for some basic changes in the provision of Art. 66, Para. 1 of the Labour Code, aimed at specifying the number and type of negotiable elements included in the substantive and non-substantive essential content, thereby excluding the elements with imperative regulation and those that have no bearing to the rights and obligations under any future legal relationship.

Next, useful for the rule-making competent bodies are the author's proposals for amendments to the regulations of the state sanction, which would facilitate both the negotiation process and the practical protection of labour rights. Practically useful is the proposal that the provision in Art. 66, Para. 2 of the Labour Code exactly set the limits of the contractual freedom when determining labour rights and working conditions more favourable for the employee in comparison with those established by the state and non-state sources.

The peer-reviewed work also contains contributions in the matter of the invalidity of the individual employment contract. It is proposed that the regulations of this institute be supplemented with the rule that lack of clauses within the meaning of Art. 66, Para. 1 of the Labour Code does not lead to absence of an employment contract, when there is a provision in a state or non-state source which replaces them and instead fills in its content. Proposal is also made to adopt an explicit provision stipulating that the clauses of the contract that contradict the collective labour agreement, the internal salary rules or the internal labour order rules are invalid and are replaced by the norms of the respective non-state source.

Contributory in nature are the proposals of Assoc. Prof. Gevrenova regarding: differentiation of the stipulations regarding the rights and obligations, which are subject to negotiation under Art. 66, Para. 1 LC from those, the content of which is determined solely by the employer; improving the regulation of the individual elements of the essential content of the individual employment contract (among them the proposals related to the position, job description and full time working hours); the argumentation of the interpretative conclusion presented for the first time by the author that in the sense of Art. 66, Para. 1, item 1 and Para. 3 LC, parties agree on the type of place of work and, possibly, its boundaries; overcoming in a

legislative way the imperfections in Art. 66, Para. 1, item 8 of the LC in view of regulating stipulations regarding part-time work (insofar as when they agree part-time work, parties not only have the right, but should also agree on its duration and distribution), etc.

A special place in the work of Assoc. Prof. Gevrenova is given to the stipulations regarding remuneration. The author analyzes in depth the individual payment systems and is the first to substantiate the notion that, by virtue of Art. 66, Para. 1, item 7, proposal one of the Labour Code, parties agree on two different elements, namely the payment system and the amount of basic remuneration. Valued contribution is the study of the competition between state and non-state sources in determining the source that regulates the amount of basic remuneration and substantiating the interpretative conclusion that it will be this source (regardless of its type and nature) which provides the highest amount of basic remuneration and/or pricing. Disputed is the generally accepted view that the lack of stipulations in the employment contract regarding the amount of the basic remuneration would lead to complete invalidity and impossibility for the employment contract to give rise to employment relationship. As for the additional remuneration for length of service and professional experience, the author defines it as a monetary prestation that compensates for the presumed improvement in the way of work, which as a result of the experience gained over the years the employee provides and the employer receives. For the first time, the view is substantiated that, once included in the employment contract, the presumption becomes irrefutable and binding on the parties, determining their rights and obligations in relation to the additional remuneration. Novelty for the labour-law science is the author's thesis that, by virtue of Art. 66, Para. 1, item 7, second proposal of the Labour Code, the parties shall be obliged to agree on: 1) the length of service or professional experience which are grounds for the occurrence of the additional remuneration; 2) the percentage amount for each year of length of service or professional experience in determining the amount of the additional remuneration; 3) the number of years of service or professional experience for determining the amount of the additional remuneration; 4) the moment when the right to additional remuneration arises and 5) the period of time during which its amount increases.

Related to the negotiation of the paid annual leave, the author substantiates the view that, by virtue of Art. 66, Para. 1, item 5 of the Labour Code, parties agree only on the amount, but not on the type of paid annual leave that the worker/employee uses. Based on analysis of practical examples of attempts to illegally reduce the financial burden on the employer, arguments are presented in support of the thesis that parties are not entitled and cannot agree on the amount of cash benefits paid during the use of leave. The limits, within which parties have the freedom to negotiate the amounts of basic, extended and additional leave, are examined. The author once again formulates an original interpretive conclusion that their normative regulation is a typical example of the method of labour law, in which the choice of source is based on who establishes the highest amount of leave used by the employee.

In connection with the notice period, based on an in-depth analysis of the legal framework, the author formulates useful proposals for amendments to the Labour Code in order to make the conditions for all additional and fixed-term employment contracts the same. Object of justified criticism is the situation established by the author that the legislator allows, with the norms of the collective labour agreement, to make a breakthrough in the principle settled in Art. 66, Para. 1, item 6 of the Labour Code for equal term of notice, guaranteeing equal footing of the parties when terminating an employment relationship. As a result, two regimes of the notice period are created and applied, which establish different consequences depending on who and on what grounds terminates the employment relationship. The author's finding that

there is unequal, discriminatory treatment of employees by a legal feature that does not allow and should not be used to establish employment rights of different content is also of contributive importance. There is a well-founded criticism of the fact that no matter how more favourable the norms of the collective labour agreement are, they do not apply to all workers/employees in their capacity as addressees, but only to those who are parties to a basic or additional agreement under Art. 259 LC, concluded for an indefinite period of time. This leaves without protection all those who work under fixed-term basic or additional contracts under Art. 259 of the Labour Code, regardless of the length of their service, grounds for their dismissal, etc.

In view of any next editions, which the peer-reviewed monographic work will most likely have, due to its indisputable usefulness for Bulgarian labour law science and jurisprudence, I shall make some **recommendations**.

It is noteworthy that the title of Chapter One "Essential content of the employment contract" *in actuality overlaps* with the title of the entire monograph. This circumstance is usually noted with a critical note in reviews and opinions, because it immediately raises the logical question: if the first chapter with the essentially identical title clarifies the issue following the title of the whole book, then what are the other chapters for. It seems to me that, in the opinion of the author, the first chapter of the peer-reviewed work could be entitled "Essential content of the employment contract - concept and types" (or something of similar nature) and this clarification will achieve a complete logical correspondence between the title and the actual scope of this Chapter one of the work.

In some places in the work (for example, p. 13, p. 17, p. 46 below, p. 337, etc.), the author, probably by force of repetition, has indicated that “the essential content includes the most important subjective rights and obligations. .. ”. It seems to me that from both a general theoretical and a sectoral point of view, it is good to specify that the essential content of the individual employment contract includes only *stipulations* on the most important subjective rights and obligations, and the subjective rights and obligations themselves are an element of the content of the arisen legal relationship between the worker/employee and the employer following the concluded employment contract. I think this clarification will strengthen the undoubted scientific merits and practical significance of the work.

I would particularly like to emphasize that these and other possible remarks do not in any way affect the indisputable scientific merits and contribution of the reviewed work, and are not at all able to shake my conviction that it deserves the highest possible evaluation.

4. Evaluation of the other scientific publications of the candidate

Assoc. Prof. Gevrenova also participates in this competition with 10 scientific studies and articles published in renowned editions of the specialized legal periodicals in our country, as well as in jubilee collections of scientific researches, in editions of the Yearbook of Sofia University, Faculty of Law, in the specialized series "Current problems of labour and social insurance law”, etc., all with scientific review of the materials included in their content. All papers submitted by Assoc. Prof. Gevrenova for her participation

in this competition were published after obtaining the academic position of "Associate Professor" and were not presented in any form in any previous procedure for holding an academic position. All of them are at a high theoretical level, contain many interpretive conclusions and recommendations of a contributory nature, are equipped with a rich scientific apparatus and are based on an in-depth analysis of relevant case law.

The study *"Labour remuneration - regulation, interests and realities. Part One". - Legal Review, 2017, № 2, p. 110-121*, together with its logical continuation in a separate study under the title "*Additional remuneration for acquired length of service and professional experience - regulation, expectations and realities. Second part". - Legal Review, 2017, № 7-8, p. 54-64*, analyzes the complex structure of remuneration and the different types of remuneration in terms of grounds and amount that it includes. The author presents rich theoretical arguments in support of the thesis that the basic remuneration does not compensate the difference between the due and actually provided amount of labour, nor the difference in the qualities of the labour force. This is because they are remunerated with the help of a wide range of additional remuneration, one part of which is paid for the difference in the qualities of the provided labour force, and another - for the difference in its quantity, in the working conditions, etc. The study examines the different types of non-state sources (collective labour agreements and internal salary rules) which, by virtue of the explicit state sanction, settle larger amounts of wages than the ones established by the legislator. The options provided by the additional normative regulation, replacing the state legal one and providing a more favourable for employees remuneration regime, are considered. The role of non-state sources in connection with the regulation of types of additional remuneration, which are not regulated by the state, and the stimulation of the employee to better work results, is also studied. The second study, as a logical continuation of the topic, discusses the additional remuneration for length of service and professional experience, and seeks a reasonable answer to the question of whether there is an objective need for its payment or is it an archaic "remnant of the past". The legal features of the subjective claim to additional remuneration are presented in a systematized form, including the grounds and the moment of occurrence of the right; the determination of the amount of the remuneration and the period of its increase is also considered. Maintaining that this is the only remuneration that is not paid for labour actually provided, but for labour presumed, the author, for the first time, makes an original analysis of the objective prerequisites that would ensure the emergence and development of the supposed positive change in the work of the worker/employee, and would justify the fairness of the additional remuneration paid. The conclusions are of a contributory nature that the current regulation needs changes to provide more effective guarantees both for labour remuneration and for free economic initiative.

The study "*On some issues for the specified terms of individual employment relationships*". *– In: Anniversary collection dedicated to the 80th anniversary of Prof. D.Sc. Vasil Mrachkov. S., Labour and Law, 2014, 277-298* examines a significant theoretical and practical problem: to what extent the significant changes introduced by the legislator in the regulation of certain terms of labour employment, arising from individual employment contracts, manage to prevent "chain "conclusion of fixed-term employment contracts. All aspects of restriction of contractual freedom and the possibilities for lawful coordination of different types of certain terms are covered. The large practice of the Supreme Court of Cassation is studied, specifying the legal criteria and how to apply them in the process of establishing different types of set terms in labour employments. The conclusion is substantiated that the imperative restrictions are excessive, which instead of overcoming practical problems, unreasonably restrict contractual freedom and put obstacles in the way of the possibilities for its normal functioning. Specific de lege ferenda changes are proposed, the

application of which in the current legislation would provide the necessary legal protection for employees without hindering the exercise of the right of free enterprise.

Subject of analysis in the article *"Social services - concept and basic legal characteristics". - Judicial world, 2014, № 1, p. 132-144* is the legal framework of social services contained in the Social Assistance Act and the Rules for its implementation, the Child Protection Act and the Rules for its implementation, the Ordinance of the Minister of Labour and social policy № 4 on the terms and conditions for the provision of social services and the Tariff for fees for social services financed from the national budget. The derivation and systematization of legal features that define social services as one of the two elements of the constitutionally recognized right of citizens to social assistance, is of a contributory nature (Art. 51, Para. 1 of the Constitution of the Republic of Bulgaria). The author highlights the constitutive features that reveal the social service as a generic concept and allow the study of many different types of services. The main differences between social services and social benefits are also pointed out; their significance within the framework of the right to social assistance is also outlined. The features of the newly introduced in our social legislation figures of the "provider" and "user" of social services, how they are defined, and the problems this raises, are analyzed. The main types of providers are considered in detail, the significant differences in their legal regime, as well as the peculiarities in the hypotheses of delegation of activities financed from the republican and municipal budgets. Based on this analysis, a number of relevant proposals have been made to improve the regulation.

In the article *"Effective legal protection - the new challenge to labour legislation". – In: Current issues of labour and social insurance law. V. VII. The challenges facing the Bulgarian labour legislation. S., Univ. ed. "St. Cl. Ohridski", 2015, p. 69-80,* the author argues her original view that, in order to define legal protection as "effective", it is necessary for it to contain such legal means and methods that overcome the objective need for regulatory intervention without burdening parties with unnecessary obligations and expenses. There is a well-founded criticism of these forms of protection of the rights of employees, which lead to unprincipled and unjustified restrictions on the contractual freedom of the parties to employment contracts, the free economic initiative of the employer and the ability of employees to work. Protection procedures are discussed in which the employer-employee relationship is mediated by the active participation of a third party, such as trade unions, workers and employees' representatives, occupational health services, safety and health officials, or working conditions committees. The author emphasizes the usefulness and expediency of such protection procedures, such as the procedure for implementation of mass dismissals, the extension of working hours, the introduction of part-time work and others. However, in a critical spirit is discussed the need for the existence and the effectiveness of the many powers available to working conditions committees and working conditions groups. Attention is drawn to the fact that a significant part of the powers of these bodies is duplicated with the powers of trade unions when participating in the establishment of accidents at work, in the development of draft regulations in the field of safety and health at work, establishing violations of duties, etc. Proposals are made for legislative changes that would terminate the existence of such employer's obligations, the implementation of which does not enhance employee protection, but unreasonably restricts free economic initiative and parties' contractual freedom.

The article *"The subjective right of non-compliance with the term of the given notice - essence, procedure for exercise and legal consequences". - DE JURE, 2018, Official edition of the Faculty of Law of the University of Veliko Tarnovo "St. St. Cyril and Methodius", p. 5-12* is dedicated to the testamentary

right of each of the parties to the employment relationship not to observe the term of the notice. The systematization of the main features of this subjective right has a contributing character, in particular the indication of its holder, the elements of the grounds and the order for its exercise, as well as the specific consequences it causes on the legal relationship. Examined are the problems caused by the non-observance of the notice, as well as the main provisions in the practice of the Supreme Court of Cassation on its implementation. The author's view that the law provides a specific legal opportunity for the employee and the employer to "manage" the life of the employment relationship and to determine the duration of its existence only in view of their interest and desire, is original.

The article *"The right to social assistance in the context of social support and social service". In: Current issues of labour and social insurance law. V. X. S., Univ. ed. "St. Cl. Ohridski", 2018, p. 69-80* contains an analysis of the right to social assistance, defined by the author as a set of obligations of the state related to the creation of legislation, provision of financial and administrative resources needed to build and maintain the system of social assistance. The legal features of social assistance and social service as the main elements of the right to social assistance, ensuring and guaranteeing its implementation, have been studied. A novelty of contributing significance is the thesis substantiated by the author that social assistance and social service differ not only in their features, but also in their purpose and weight within the right to social assistance. Arguments are given that traditional understanding of social service and assistance as rights of socially disadvantaged citizens, which are exercised in the presence of basic living needs, is not only not supported, but also contradicts current legislation and main trends in its development. The understanding that social assistance is the one that provides legal guarantees for the actual application of the right to social assistance, is confirmed, because the monthly allowance continues to have the character of a subjective material public right for the citizens. The author emphasizes that with regard to the obligations of the state in the field of social services, the approach of the legislator is based on a completely different philosophy, related to the fact that the state provides certain funds for the implementation of these social services; regulates minimum standards of social services and creates legal guarantees for their provision and use within the relevant standards, thus regulating specific forms of control over the activities of entities that provide social services. An original contribution to science is the author's view that the legislator expands the circle of persons who can use the services, but at the same time introduces the principle of remuneration in their provision - a circumstance that significantly changes the understanding of the social element in both social assistance and in the social function of the state.

The contribution of the study *"The trial clause - postulates, problems and reality". - Yearbook of Sofia University, Faculty of Law, Volume 86, 2019, p. 325-356* is seen in the comparison made by the author and the distinction between the legal effect of the trial clause, on the one hand, and the term and condition as modalities and elements from the non-substantive content of the contracts in private law, on the other hand. For the first time, the author substantiates the thesis of the existence of three different elements in the trial clause, and examines the limits within which each of them is agreed by the parties to the employment contract, as well as the legal consequences of their violation. Based on the conclusions made, the author makes specific proposals to amend the current legislation in order to overcome differences in interpretation and facilitate the practical use of the trial clause.

The study *"Termination by the employer of the employment contract with trial period". - Judicial world, Sibi, №1/2020, p.58-80* examines the essential features of the subjective employer's right to unilaterally terminate the employment relationship on the basis of the probation clause in his favour. The

legal basis for exercising this right, its holder, the options to delegate it and the practical problems they cause are analyzed in detail. The author's view of the preclusive nature of the probationary period is substantiated, regardless of the existence of grounds for its suspension. Examined are the valid reasons, for which the term ceases to run, as well as the legal consequences that their termination causes. Of interest is the comparison made by the author between the subjective right to terminate the employment contract by the employer on the basis of the probationary clause and other rights of dismissal. The essential differences between them are pointed out and the great freedom this right gives to the employer is emphasized. Specific proposals for amendments to the current legal framework are also substantiated in order to improve it and ease the conditions for exercising this subjective right.

The study *"On some issues regarding the internal salary rules as a non-state source of labour law". – In: Current issues of labour and social insurance law. V. XI. S., Un.Ed. "St. Cl. Ohridski", 2020, p.68-90* examines the essence of the internal salary rules as one of the most common in practice non-state sources of labour law. The subject of the author's attention is the ratio between the collective labour agreements and the internal salary rules as different normative regulators. The hypotheses of contradiction between their norms and the legal consequences they cause are discussed. Interpretative conclusions are also formulated for the application of the norms of this source, which provides a more favourable legal regime for workers and employees. The author substantiates a number of original proposals to amend the current state sanction in order to assist law enforcement agencies in their work on the interpretation and application of these rules.

5. Overall assessment of compliance with regulatory requirements for holding the academic position of "Professor"

Assoc. Prof. Dr. Nina Gevrenova has submitted for participation in this competition the necessary documents under Art. 117 of the Rules on the terms and conditions for acquiring scientific degrees and holding scientific positions at Sofia University "St. Kliment Ohridski", which certify the fulfillment of all material legal conditions for holding the academic position of professor at Sofia University under Art. 114 of the same Rules, namely: holds the educational and scientific degree of Doctor; has held the academic position of Associate Professor at the Law Faculty of Sofia University "St. Kliment Ohridski" for at least two academic years; has presented a published monographic work which does not repeat the presented work when obtaining the scientific and educational degree Doctor and the academic position of Associate Professor; has submitted numerous other research papers and publications; has not reached the age of 65; her employment contract has not been extended pursuant to § 11 of the Transitional and Final Provisions of the Higher Education Act.

From the attached reference, supported by abundant written evidence for meeting the minimum national requirements under Art. 2b of the ADASRB, it can be concluded that with her individual research achievements and results from her academic and teaching activity, Assoc. Prof. Dr. Nina Gevrenova not only meets the minimum national requirements for scientific and teaching activities, which are set in relation to candidates for the academic position of "Professor" for scientific field 3. Social sciences, professional field 3.6. Law (Labour and Social Insurance Law), but actually significantly exceeds some of these indicators (groups D and E). In view of the above, I find that with respect to Assoc. Prof. Gevrenova,

all the conditions for holding the academic position of Professor have been met, as provided in the ADASRB, the Rules for its implementation and the Rules on the terms and conditions for acquiring scientific degrees and holding scientific positions at Sofia University “St. Kliment Ohridski”.

There is no data on plagiarism in the sense of § 1, item 7 of the Additional Provisions of the ADASRB in the peer-reviewed scientific papers of Assoc. Prof. Dr. Nina Gevrenova.

CONCLUSION

Based on the above considerations, I am convinced that the candidacy of **Assoc. Prof. Dr. Nina Milkova Gevrenova** meets all the necessary substantive requirements established in the provisions of Art. 29, Para. 1 of the ADASRB, the Rules for its implementation and the Rules on the terms and conditions for acquiring scientific degrees and holding scientific positions at Sofia University “St. Kliment Ohridski” for holding the academic position of “Professor” at the Faculty of Law of Sofia University “St. Cl. Ohridski”, in higher education field 3. Social, economic and legal sciences, professional field 3.6 Law (Labour and Social Insurance Law).

In view of the above, I propose to the esteemed scientific jury to vote and to propose to the Faculty Council of the Faculty of Law of Sofia University "St. Kliment Ohridski” **to elect Assoc. Prof. Dr. Nina Milkova Gevrenova to the academic position "Professor" in higher education field 3. Social, economic and legal sciences, professional field 3.6 Law (Labour and Social Insurance Law).**

June 20, 2021 .....

Prof. D.Sc. Ekaterina Mateeva