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Contractual Freedom and Economic Conditions: The Case of Standardized Employment Contracts

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Abstract. The paper examines the principle of contractual freedom in employment relationships, with particular emphasis on its practical limitations. Contractual autonomy is analyzed within a broader socio-economic and legal context, highlighting the inherent asymmetry between employers and employees. The study demonstrates how economic factors, notably unemployment rates and labor market conditions, shape employees' bargaining power and constrain their ability to effectively exercise contractual freedom. The paper underscores the necessity of considering not only legal norms but also socio-economic determinants when evaluating the scope of contractual freedom in labor law, emphasizing the interplay between formal rights and their practical enforceability.

Keywords. Contractual freedom; Employment relationships; Asymmetry of contracting parties; Socio-economic determinants; Adhesion contracts; Labor law

1. Introduction

Even today, dependent work in its diverse forms remains the dominant mode of economic activity for the vast majority of the economically active population worldwide. This fact not only underscores its socio-economic significance but also highlights the indispensable role of labor law as a key segment of the legal order. Labor law, in this context, does not merely regulate relationships between employers and employees; it serves as a fundamental instrument for ensuring social stability, protecting the dignity of work, and securing the realization of basic human rights in employment.[1] Without effective legal regulation in this area, it would be impossible to establish and maintain a framework essential for long-term sustainable economic development and the stability of social relations. Labor law, therefore, must be understood not merely as a set of formal legal norms but as a pillar of modern social and economic infrastructure, whose absence would have a direct negative impact on societal prosperity and coherence. Labor law, therefore, must be understood not merely as a set of formal legal norms but as a pillar of modern social and economic infrastructure, whose absence would have a direct negative impact on societal prosperity and coherence.

Freedom in private law contractual relations represents a fundamental principle enabling parties to an obligation to determine the terms of their cooperation within a legally permissible framework. In labor law, however, this principle is significantly constrained both from a theoretical-legal and practical perspective. Limitations on contractual freedom arise from

the inherent imbalance between contracting parties, specifically between employer and employee, and from the necessity of ensuring fair and equitable employment relationships. Legal scholarship discussing the expansion of contractual freedom in labor law primarily focuses on legal principles and their interactions within the labor law system. Less attention is given to economic and social factors that can significantly reinforce the asymmetry between employer and employee and create space for the application and strengthening of adhesion contracts. Factors such as unemployment rates and labor market conditions modulate employees' bargaining positions and limit their ability to effectively exercise freedom of choice, interacting with legal principles that determine the scope and limits of contractual autonomy. Economic and social conditions may thus be considered material sources of law that influence its creation, interpretation, and practical application. In the context of adhesion contracts, these conditions reveal the possibilities for systematically enforcing pre-defined terms by employers and illustrate the limits of employees' real contractual freedom.

2. The Principle of Contractual Freedom

In any discussion concerning the possibilities of expanding or flexibilizing contractual freedom in employment relationships, it is essential first to briefly outline the theoretical and legal concepts that form its foundation. Contractual freedom, as a fundamental principle of civil and labor law, represents the autonomous competence of the contracting parties to define the content of rights and obligations arising from their relationship. It is enshrined not only in the principles of contract law but also reflects broader legal-philosophical concepts such as the equality of the parties, justice, and reciprocity. It thus constitutes an ideal platform for expressing the individual will of the participants and for ensuring the adaptive and efficient organization of the work process.

This foundational framework allows not only for an understanding of the inherent nature of contractual freedom but also for the identification of objective and subjective limits that necessarily constrain its practical application. Among these limits are, in particular, the legislatively established minimum protection of employees, the socio-economic inequality between the participants in the employment relationship, labor market pressures, and other factors that determine the real possibility of exercising the autonomy of the contracting parties. This framework also provides a methodological basis for a critical assessment of the possibilities for broader application of contractual freedom, enabling an analysis of the extent to which the flexibilization of the rights and obligations of employees and employers can be compatible with the protection of the weaker party and the maintenance of social and economic equilibrium.

Contractual freedom undoubtedly represents a fundamental, established, and cardinal principle of contract law, expressing the possibility for parties to freely and at their discretion conclude contracts and agreements. This principle is based on the assumption that the contracting parties should act in accordance with their rational self-interest, thereby maximizing their mutual satisfaction and efficiency.[2]

Considering that the primary basis of the employment relationship is the employment contract, which results from an agreement between the contracting parties, specifically the employee and the employer, the question of the permissibility and scope of limiting contractual autonomy within employment relationships constitutes a key issue within the labor law system itself.[3]

Private law is typically characterized by two fundamental features: equality of participants in legal relationships and autonomy of their will. These categories are sufficiently

nanced that their interpretation may vary. Private autonomy describes the freedom of participants in private law relations to act according to the principle "everything that is not prohibited is permitted." That is, it is up to the party to voluntarily assume obligations or acquire rights and determine their scope. Private autonomy, therefore, manifests in the freedom to enter contractual relationships.[4]

The principle of contractual freedom is one of the key expressions of autonomy of will, signifying the ability of individuals to freely and independently determine their legal relationships. Emphasis on human freedom is reflected in the principle of autonomy of will, whereby every individual has the natural right to act freely within their private sphere.[6] As indicated above, this principle is realized to varying extents across different legal branches, depending on the degree of mandatory limitations imposed by each field. In civil and commercial law, contractual freedom is typically the broadest, with minimal restrictions limiting parties' free choice in concluding contracts. Conversely, in fields such as criminal law, a branch of public law, contractual freedom is virtually nonexistent. Labor law is positioned between these extremes, with employment relationships in socially developed countries subject to strict regulation to protect the rights and interests of the weaker party.[7]

The principles of contractual freedom and equality are foundational to private law and play a primary role in it. In contemporary European legal systems, they transcend purely private law contexts, attaining broader significance. Under the European Convention on Human Rights[8] and the EU Charter of Fundamental Rights[9], freedom and equality are understood not merely as principles but as fundamental human rights, thereby acquiring a qualitatively broader scope. This perspective underscores the importance of freedom and equality not only in individual legal relationships but also in their systemic influence on legal culture and the value foundations of modern law.[10]

The fundamental principle of contract law is that parties are free to decide which primary obligations they are willing to accept, including the choice of contracting partner and the conditions of the contract. Contractual freedom represents a core principle of a *laissez-faire* economy, characterized by minimal state intervention in contractual relations, and is a key element of a free market.[11] This principle underpins legal systems based on the free will of individuals. In labor law, contractual freedom manifests in several key areas, emphasizing the autonomy of contracting parties. This freedom allows the parties to choose the employment partner who best meets their requirements, values, or professional goals, while respecting the principles of equality and fairness that protect against discrimination. Contractual freedom in labor law is further manifested in the freedom to conclude a contract, whereby the contracting parties have full legal autonomy to decide whether to enter into an employment contract and can independently determine the timing and circumstances of this act. These include the freedom to choose a contracting partner, the right to decide whether to enter an employment contract, and the ability to determine the content of the agreement, including duties, remuneration, working hours, and other essential terms, within legal boundaries ensuring fairness and protection of both parties' rights.[12]

3. The nature of employment relationships

In the academic literature, a wide spectrum of perspectives exists regarding the fundamental nature of the employment relationship, with the divergences largely arising from the specific analytical lens through which the relationship is examined. Some legal theorists advance the position that the employment relationship should be primarily understood as a personal legal relationship. This perspective emphasizes the individualized and inherently

personal engagement of both parties, highlighting the reciprocal duties, trust, and reliance that characterize the ongoing interaction between employer and employee. From this vantage point, the employment relationship is not merely a series of abstract contractual obligations but a dynamic framework in which personal agency, discretion, and relational elements play a central role, shaping both the rights and responsibilities of the parties involved.

Conversely, other scholars adopt a more formalistic approach, classifying the employment relationship as a purely contractual or obligation-based relationship, situated within the broader domain of the law of obligations. Within this framework, the employment relationship is conceptualized primarily in terms of legal duties and enforceable promises, emphasizing the codification of mutual rights and responsibilities rather than the personal or relational dimensions of the interaction. Such a characterization foregrounds the normative and predictable aspects of employment law, enabling the application of general contractual principles while often abstracting from the social, economic, or psychological realities that influence the conduct of the parties. Although the concept of a contractual relationship might initially suggest primarily purchase and sale relations, Aristotle, when developing the idea of exchange based contractual relations, formulated conclusions that transcend the traditional framework of goods for money exchanges. In doing so, even in that historical period, he anticipated certain aspects of modern market economies, highlighting exchange as a fundamental element of economic life. There are also interpretations that conceive the employment relationship as a partnership in which the employee and employer are equal parties collaborating to achieve a common goal. This less frequently encountered approach emphasizes mutual respect for the rights and interests of both parties and assumes that the employment relationship is not solely about the unilateral dominance of the employer but involves jointly defining values and objectives.[13]

Each of these theoretical and legal approaches provides a distinct perspective on the character and dynamics of the relationship between employee and employer, fundamentally shaping not only the theoretical understanding of employment relationships but also concrete legislative solutions and their practical application. These approaches primarily differ in the emphasis they place on various aspects of employment relationships, such as the balance of power between the parties, employee protection, promotion of economic efficiency, and consideration of the social context.

The employment relationship also has a reciprocal nature that extends beyond the simple exchange of labor for remuneration. In a broader legal and philosophical context of reciprocity, its essence lies in achieving proportionality, ensuring fairness and balance between the rights and obligations of both parties. Departures from proportionality are evident not only in the intended purely liberal understanding of the employment relationship as a contractual arrangement but also in historical extremes, such as corporatist developments or communist regimes in the latter half of the twentieth century.[14]

If one accepts that employment contracts are also contractual obligations, it is appropriate to recognize the reciprocity underlying the relationship. The employee enters into an employment contract to secure livelihood means, while the employer expects the employee to perform work in exchange for remuneration. However, the employer does not pay wages gratuitously but anticipates that the employee will perform work in favor of the employer and in accordance with their operational needs. Therefore, the employment contract represents a bilateral mutual obligation between employee and employer.

Bilateral relationships typically involve divergent and often conflicting goals and interests. For example, in a sales contract, the seller seeks to obtain the highest possible price

for the goods, while the buyer aims to pay the lowest possible price. This type of relationship, in which each party seeks to maximize its advantage, is equally applicable to the employment contract, where the employer seeks to minimize labor costs, and the employee seeks the highest possible return for their work through wages, benefits, or other advantages. This inherently involves a negotiation process in which both parties pursue their individual interests. The question, however, is not only whether the relationship is reciprocal and thus contractual, but also to what extent the negotiation process and its outcomes can genuinely be considered voluntary.

If we view employment relationships solely through the lens of private contract law, it is evident that this perspective is not universally accepted or preferred in international legal doctrine. Nonetheless, there are foreign legal systems where, *de lege lata*, provisions governing employment contracts are incorporated into the civil code, or at least intended to be, as a special part addressing civil obligations. Estonia, for example, plans to integrate employment law provisions into its civil code in the near future.[15]

Conversely, in the legal systems of some Central and Eastern European countries, including the Slovak Republic, employment relationships are regulated exclusively through a separate labor code, reflecting the specific nature of labor law and its autonomous position compared to civil law. It is worth noting that a characteristic feature of some legal systems remains the absence of a direct normative link between labor and civil law, highlighting differing doctrinal approaches to the nature of employment relationships and their systematic classification within national legal systems, thereby illustrating the diversity of legal traditions and their practical application. For example, also Spanish labor law is primarily governed by the *Estatuto de los Trabajadores* (Workers' Statute), which constitutes a separate legal regulation independent of civil law. Similarly, labor law regulation in Italy is contained in specific laws, such as the *Codice del Lavoro* (Labor Code), with these legal provisions operating autonomously from the Civil Code (*Codice Civile*).

Regardless of whether labor law or sometimes referred to as employment contract law is considered part of civil obligations law, the reality is that the employment contract remains an agreement between employer and employee, subject to the principle of contractual freedom to some degree. Even in labor law, both parties may agree on the terms of the employment relationship according to their mutual will, although this process is constrained by the framework of statutory provisions. In conclusion, while the formation of an obligation based legal relationship generally requires a contract and the associated expression of the parties' will, this expression is subject to legal formalities, which constitute a certain degree of limitation. These limitations are largely justified by the specific nature of the relationship. The employment relationship, although exhibiting reciprocity by presupposing mutual participation of both parties, is not a typical contractual relationship. Its character is significantly modified by its personal nature, arising from the unique attributes of labor law obligations, which emphasizes the distinction between labor law relationships and general contractual obligations.

4. Unemployment and Its Impact on Contractual Freedom

Several factors may *de facto* influence an individual's freedom of choice. Employees, in particular, often depend on state subsidies, family support, or other sources in the absence of personal business activity. The most common alternative for securing a regular income is therefore entering into an employment contract. In economically less developed countries, employees could face significant disadvantages in choosing employment and negotiating contract terms reflecting their needs and interests. In conditions of economic instability and

limited job opportunities, it is practically impossible for individuals to exercise contractual freedom in its authentic, unrestricted form. Economic pressure and existential uncertainty compel employees to accept job offers without realistically influencing contract content, often under clearly disadvantageous conditions.

This discussion should not be limited to less developed states; a comprehensive understanding requires analyzing contractual freedom in economically strong countries, such as the United States. The U.S. legal system exemplifies a jurisdiction where contractual freedom in employment relationships is applied relatively broadly, emphasizing individual autonomy and responsibility while limiting state regulation. Despite this liberal approach, doctrinal critiques highlight potential imbalances between employers and employees in environments with weakened protective mechanisms. The federal structure of the U.S. further results in significant state-level legal diversity, demonstrating how contractual freedom operates in varied legal and social contexts.[16]

To ensure the discussion does not remain solely on doctrinal reflections on liberal American law, reference can be made to the well-known U.S. Supreme Court case *Adair vs. United States*[17], which concerned contractual freedom in the employment context. In this decision, Justice Harlan stated that an employee's right to terminate employment should be equivalent to the employer's right to terminate the employment relationship with that employee. He further emphasized that any legislation undermining this equality constitutes an arbitrary interference with contractual freedom that cannot be legally justified in a free country. He stressed that an employer cannot be forced to retain an employee against their will, just as an employee cannot be compelled to remain in the personal service of another against their own will.

High levels of unemployment exert a profound influence on employees' behavior, decision-making processes, and overall attitudes toward work, with implications that extend beyond mere economic considerations to encompass sociological and legal dimensions of labor relations. In labor markets characterized by elevated unemployment, employees frequently encounter severe constraints on job mobility, often facing prolonged periods of involuntary unemployment. This structural limitation fundamentally alters the bargaining position of employees, diminishing their willingness and capacity to voluntarily terminate existing employment relationships and, concomitantly, restricting their ability to assert individual interests vis-à-vis employers.[18]

Empirical research[19] within labor economics, particularly studies employing the concept of "quit elasticity," demonstrates that even measurable reductions in wages may only partially motivate employees to change employment, thereby revealing an inherent asymmetry in labor market dynamics. Such findings indicate that market forces alone do not necessarily generate an equilibrium between employer and employee interests and that reliance on purely economic incentives is insufficient to guarantee fair and effective labor allocation. The presence of high unemployment thus transforms the employment relationship, creating an environment in which nominal contractual freedom, understood as the legal capacity of parties to negotiate and structure obligations freely, is substantially constrained by underlying socio-economic realities.

From a legal and policy perspective, maintaining meaningful contractual freedom in such contexts necessitates an integrated approach that combines market mechanisms with carefully calibrated legislative and regulatory protections. Labor law interventions, such as statutory minimum standards, enforceable rights to fair notice, anti-discrimination safeguards, and protections against unjust dismissal, function to counterbalance the structural power

asymmetries exacerbated by labor market slack. Moreover, collective bargaining institutions and social dialogue mechanisms further strengthen employees' negotiating position, mitigating the practical limitations imposed by unemployment-induced vulnerability.

Consequently, the interplay between high unemployment and employment law highlights a dual imperative, ensuring that market-based incentives operate efficiently while simultaneously embedding safeguards that preserve the substantive content of contractual freedom. Failure to address this duality risks reducing contractual autonomy to a formalistic notion, devoid of practical applicability, and may perpetuate systemic inequities in the employment relationship. The challenge, therefore, lies in designing a labor law framework capable of reconciling the theoretical ideal of contractual freedom with the empirical realities of labor market constraints, ensuring both flexibility for employers and meaningful protections for employees.

Conversely, elevated levels of unemployment confer distinct advantages upon employers by reducing recruitment difficulties, enhancing labor supply flexibility, and augmenting their capacity to dictate the terms and conditions of employment. In labor markets characterized by persistent slack, employers are able to adjust qualification requirements, job responsibilities, and productivity expectations without the necessity of proportionally increasing compensation, thereby consolidating their economic leverage over employees. This phenomenon contributes to a structural asymmetry within employment relationships, as employers can exercise discretion in shaping contractual terms that may disproportionately favor organizational objectives while constraining employee autonomy.[20]

From a theoretical and doctrinal perspective, such imbalances illustrate the conditional nature of contractual freedom in the labor sphere. While legal frameworks may formally recognize the principle of free contract, the practical exercise of this autonomy by employees is curtailed when labor market conditions limit mobility and bargaining power. The disparity in economic and informational resources between employers and employees transforms what is nominally a bilateral contractual arrangement into one that is effectively unilateral in its negotiation and enforcement dynamics.

Ultimately, the interaction between high unemployment and employer leverage underscores the conditionality of contractual freedom within labor relations. Realizing meaningful autonomy for employees requires not only formal legal recognition of rights but also the implementation of substantive safeguards that counteract structural disadvantages. This dual approach is essential to maintain labor market stability, ensure social equilibrium, and reconcile the theoretical ideal of contractual freedom with the empirical realities of asymmetric bargaining power inherent in high-unemployment contexts.

5. Adhesion Contract

Despite the illusion of genuine contractual freedom, it is necessary to recognize that, in practice, an employment contract rarely results from full negotiation between the parties. This asymmetry stems from the inherent imbalance of bargaining power between the employer and the employee. The employer, possessing broader resources and professional support, often occupies a dominant position, while the employee is exposed to time and economic pressures that can significantly influence their decision to enter into and remain in employment. This imbalance creates space for the use of adhesion contracts or accession contracts, in which the terms of employment are unilaterally determined by the employer, and the employee can only accept them in their entirety without a real opportunity to influence or modify them.

Adhesion contracts represent a specific and, in a certain sense, anomalous form of contract that significantly differs from the traditional model of contracting based on mutual negotiation and agreement between the parties. These contracts are characterized by the absence of bargaining power on the part of one participant, and by the fact that their content is prepared exclusively by one party and offered to the other on a take-it-or-leave-it basis. As a result of this unilateral construction, the real possibility of influencing the content of the contract is practically eliminated, which significantly restricts the contractual freedom of the other party.[21]

From a formal perspective, several key characteristics distinguish adhesion contracts from the classical model of contracting based on mutual negotiation. These characteristics include unconditional acceptance of the offer, the inability of the other party to influence the content of the contract, and the economic superiority of the party offering the contract. These contracts are characterized by the fact that their content is identical to the original offer, eliminating any possibility of modification or individual adjustment of contractual terms. The negotiation process is practically bypassed, and the other party can conclude the contract only by fully accepting the offer. Consequently, the individual expressing interest in concluding the contract is compelled to accept the offer en bloc, in its entirety, without the ability to change or modify individual conditions. This model also reflects broader power asymmetries between the participants in the contractual relationship and becomes a practical mechanism for enforcing the dominant position of the offering party.

A typical manifestation and consequence of this existing imbalance are unbalanced contractual terms that the other party cannot realistically influence. The affected party generally has no ability to influence the content of the contract, which may be due, for example, to a lack of information, limited knowledge, or missing experience. The inequality between the parties may manifest not only in substantive unfairness but also in disproportionate obligations or disparities between mutual performances, and therefore adhesion contracts often undermine the fundamental philosophy of equality and free will in contract law.

A typical example of adhesion contracts, as described in foreign literature, is standardized contracts offered by employers. Each contract is, in essence, an agreement between two legally equal parties that creates, modifies, or terminates legal relationships. Standardized employment contracts, however, are often designed primarily to benefit the employer and are offered to employees for acceptance without the possibility of discussion. An employee under time or economic pressure is practically forced either to accept the contract in its entirety or to reject it without any alternative for modifying the contractual terms.

Relationships between employers and employees are generally characterized by a disproportion of economic power, and the practical consequences of this imbalance are present at every stage of the employment relationship. It is accepted that even the conclusion of an employment contract may represent a form of pressure, as the inequality between the parties can lead to the absence of genuine negotiation and a lack of meaningful choice. Furthermore, while lawyers may classify the contract as bilateral, its preparation is essentially a unilateral process by the employer, with the employment contract often being only a pre-printed document containing blank spaces for the employee's name, date, and salary amount.[22]

In such situations, where the employee's bargaining power is significantly limited, the only protection of their rights may be provided by external mechanisms, such as legal regulation or collective bargaining. Legislation can establish minimum employment standards and protect employees from unfair conditions, while collective bargaining enables employees to jointly pursue better working conditions through legally permissible mechanisms. It can therefore be

concluded that standardized employment contracts further reinforce the imbalance between the contracting parties of an individual employment relationship and illustrate the need to balance this asymmetry through legal and institutional instruments for the protection of weaker parties, including, for example, by limiting contractual freedom.[23]

6. Conclusion

The dual influence of unemployment, arising from the interaction between legal and factual constraints, fundamentally determines the practical realization of contractual freedom. On the one hand, legal norms define the framework and boundaries within which contractual autonomy may be exercised, with the aim of ensuring fair and balanced labor relations. On the other hand, factual circumstances, such as labor market pressures and the scarcity of alternative employment opportunities, modulate employees' capacity to effectively utilize these legal frameworks. This synergistic effect of legal and economic factors highlights the inherent limitations of contractual freedom in employment relationships and underscores the importance of analyzing real-world conditions that may contribute to the reinforcement of adhesive contracts and the systematic enforcement of pre-defined terms by employers.

From the perspective of contractual freedom theory, this approach allows for the identification not only of the limits of employee autonomy but also of the mechanisms through which economic factors shape and determine the practical applicability of legally established principles. Consequently, unemployment acts as a significant instrument that intensifies the asymmetry between contractual parties while simultaneously producing a dual effect on the exercise of contractual freedom. The legal framework thus provides potential, albeit often limited, autonomy, while economic conditions modulate its practical enforceability.

In conclusion, absolute formal contractual freedom is, *de facto*, constrained by objective economic and social factors, particularly the level of unemployment, labor mobility, and the bargaining power of individual participants in employment relationships. Ignoring these factual determinants when designing legislation or conceptualizing flexible labor mechanisms may transform contractual freedom into a concept with limited practical relevance, thereby reinforcing asymmetry between employers and employees. Absolute formal contractual freedom, while theoretically enshrined as a foundational principle of both civil and labor law, is in practice circumscribed by a complex interplay of objective economic and social factors.

Among the most salient of these determinants are the prevailing level of unemployment, the mobility of labor within the relevant markets, and the differential bargaining power possessed by individual participants in employment relationships. High unemployment, for example, constrains employees' capacity to exercise genuine contractual autonomy by limiting alternative employment opportunities and reducing the practical feasibility of voluntary job transitions. Similarly, restricted labor mobility, whether due to geographic, sectoral, or skill-based constraints, further diminishes the capacity of employees to negotiate terms on an equal footing with employers, effectively transforming nominal contractual freedom into a largely symbolic entitlement.

The asymmetry of bargaining power between employers and employees operates as another critical determinant of the practical limitations of contractual autonomy. Employers, typically endowed with superior economic resources, institutional knowledge, and access to information, can shape contract terms in ways that may disadvantage employees, thereby reinforcing systemic imbalances within the labor market. This structural imbalance is further compounded in contexts characterized by precarious employment conditions, short-term

contracts, or high levels of workforce informality, all of which exacerbate the dependence of employees on their current employment and attenuate their capacity to assert individual rights.

Failure to account for these empirical constraints when designing legislative frameworks or conceptualizing flexible labor mechanisms risks transforming contractual freedom into a legal fiction. Legislation that purports to promote flexibility without simultaneously addressing underlying market asymmetries may inadvertently entrench pre-existing inequalities, allowing employers to impose conditions that are ostensibly “negotiated” but in reality dictated by necessity and economic compulsion. Such an approach not only diminishes the substantive efficacy of contractual freedom but also undermines broader labor market stability, potentially exacerbating social and economic disparities and diminishing trust in formal regulatory institutions.

From a theoretical and policy-oriented perspective, these considerations underscore the necessity of adopting an integrated framework for evaluating contractual freedom, one that situates legal norms within their socio-economic context. Practical realization of contractual autonomy requires not only the formal existence of legal rights but also the presence of enabling conditions that allow employees to exercise these rights effectively. This entails a combination of protective legislation, mechanisms for collective bargaining, minimum standards of employment, and interventions that mitigate structural inequalities in labor markets. Only by embedding contractual freedom within such a comprehensive regulatory and institutional architecture can its aspirational potential be translated into genuine operational reality, preserving the balance between flexibility, efficiency, and equitable treatment of all parties in employment relationships. This underscores the necessity of an integrated assessment of contractual freedom, encompassing not only the legal framework but also the objective conditions of the labor market and the socio-economic reality. From this perspective, it is possible to constructively consider differentiated expansion of contractual autonomy, with its practical application conditioned upon a balance between flexibility, the effective protection of employees’ fundamental rights, and the preservation of overall labor law system

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