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## **FREEDOM OF CONTRACT (PARTIES' AUTONOMY)**

The article is devoted to the issue of the scope and limits of parties' autonomy in an employment relationship based on the appointment. Although the provision of Art. 18 par. 1 of the Labour Code creates the presumption of the freedom of contract in such relations, it should be interpreted through the prism of specific regulations concerning a nomination relationship. The above mentioned principle will not be applied in relations existing between a manager and a nominee, which are regulated by public law, as well as in the area of employment, which is not governed by semi-imperative provisions.

The establishment and the termination of an employment relationship by an employee is always voluntary. On the other hand, the freedom of an employer's will in terms of an employment relationship is limited by provisions concerning obligatory employment or the obligation to indicate the statutory reasons of the employment termination.

The transfer of an employee to another job is generally not subject to the freedom of contracts and is regulated by law. Regardless of whether it requires the prior consent of the employee or not, it is based on the unilateral act of a supervisor. The provisions of the Labour Code concerning the change of working conditions are not applied to this institution.