

Individual employment contracts in European private international law

Abstract

The rigorous thesis is focused on the two of the three traditional thematic areas of European private international law – i.e. on the issue of determining the jurisdiction and the applicable law in the disputes arising out of the individual employment contracts. The legal sources, the analysis of which represents the vast majority of this thesis, are therefore the Brussels I bis Regulation and the Rome I Regulation. In their analysis, I follow the case law of the CJEU, as it is a body capable of the binding interpretation of the European legislation, the foreign and domestic case law and the foreign (English and German) and domestic literature.

The first (general) part of the thesis defines the basic terminology, which is uniformly used in the following parts of the thesis (with regard to the complementarity of the Brussels I bis and Rome I Regulations). These are the terms an individual employment contract, an international element, the subjects of the individual employment contract (employee and employer) and the claims arising out of the individual employment contracts.

The subject of the second part are the individual jurisdictional norms and prorogation provisions of the Brussels I bis Regulation governing the jurisdiction in the disputes arising out of the individual employment contracts. It contains the description of the historical development of the employee jurisdictional protection, analysis of its current state, comparison with the determination of the jurisdiction in the contracts on provision of the services and *de lege ferenda* proposals, the adoption of which could provide employees with a more adequate level of the jurisdictional protection.

The third (final) part of the thesis is devoted to the analysis of the employee protection in determining the applicable law in disputes arising out of the individual employment contracts. The most important chapter of this part concerns the mechanism ensuring the minimum protection for the employee through the objectively applicable law. This mechanism is applied whenever a valid explicit or implicit choice of law has been made which determines for the entire or part of an individual employment contract the applicable law of a State other than the law of a State which would otherwise be objectively applicable.

Key words: [employee, employer, individual employment contract]