COMPARATIVE CHARACTERISTICS OF LABOR RELATIONS CONCEPTS IN VARIOUS FOREIGN NATIONS

CARACTERÍSTICAS COMPARATIVAS DE LOS CONCEPTOS DE RELACIONES LABORALES EN VARIAS NACIONES EXTRANJERAS

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ABSTRACT

This study tries to provide a comparative features of labor relations notions in some foreign nations. This study examines the legal laws and regulation of labor relationships, splitting states into 2 classifications. The initial incorporates Germany, Russia, France, and several other European nations. In the next - the USA, Australia, Great Britain, and other nations of the Anglo-Saxon legal systems. The comparative examination of various states' legislation and formal-logical and functional methods are used to gratify the study's objectives. The conclusion is made that the borrowing of the experience of the nations' adhering to the Anglo-Saxon pattern is not acceptable for Russia because, in them, the contract of labor is demonstrated not as a means able to guarantee the workers' rights but as a legal means to generate circumstances able to infringe on their benefits.

Keywords: labor contract; labor relations; hired labor; social guarantees; state; society.

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RESUMEN

Este estudio intenta ofrecer una comparación de las características de las nociones de relaciones laborales en algunas naciones extranjeras. Este estudio examina las leyes legales y la regulación de las relaciones laborales, dividiendo los estados en 2 clasificaciones. La primera incorpora a Alemania, Rusia, Francia y varias otras naciones europeas. En el siguiente: EE. UU., Australia, Gran Bretaña y otras naciones de los sistemas legales anglosajones. El examen comparativo de la legislación de varios estados y los métodos lógico-formales y funcionales se utilizan para satisfacer los objetivos del estudio. Se concluye que el préstamo de la experiencia de las naciones adheridas al patrón anglosajón no es aceptable para Rusia porque, en ellas, el contrato de trabajo se demuestra no como un medio capaz de garantizar los derechos de los trabajadores sino como un medio legal para generar circunstancias capaces de vulnerar sus beneficios.

Palabras clave: relaciones laborales; trabajo asalariado; garantías sociales; contrato de trabajo; estado; sociedad.

INTRODUCTION

Over the last decades, a traditional perspective of labor relationships has grown; particularly, they assist in stabilizing the political and economic situation in the nation - they seems the core for the prevailing functioning of the social world (Chernykh, 2022).

In the meanwhile, even though the means and measures to hired labor, the laws of its key and fundamental provisions is similar in each of the states (given the fact that the countries' legislation is created according to global conventions), their legal laws and principles is still on the basis of the selection of one of 2 patterns, namely: Anglo-Saxon (Anglo-American) and European (continental) (Singer, 2018; Arefina & Korneeva, 2019).

Overall, the article's primary aim is to present a comparative characteristic of labor relations concepts in several foreign nations. This study inspects the labor relations' legal regulations.

METHODOLOGY

Several general scientific techniques and the approaches of logical cognition are made use in this current study: comparative investigation of the legislation of various states, formal-logical and functional approaches. An informed conclusion was made through the utilization of comparative-legal and formal-legal techniques.

RESULTS AND DISCUSSION

It appear viable to divide the states into 2 classifications, the initial involves Germany, Russia, France, and several other European states; in the next one - the Great Britain, USA, Australia and other nations.

The continental pattern holds the next particular characteristics: there stands a high degree of social assurance; the state looks for not merely to supply the people with jobs but to perform activities intended to preserve existing professions.

It is worth noting that this tendency is attributed to the following: the economy is substantially affected by the state, which is demonstrated in the social obligations' establishment in the educational and medical arenas.

On the other hand, the legislation is featured by a social tendency, namely: assurance is also offered for the different conditions' occurrence (reaching the retirement age, illness, unemployment). In the European model nations, either the prerequisites for the growth of social partnership have been generated, or it is now satisfactorily progressing, which is demonstrated as: workers and employees participate in the organization management.

As a result, the fundamental accomplishment of that pattern is the reality that social assurance of employees are supplied for, executed in practice and guaranteed at the legislative level. Having said that, some scholars also mention the lacks and flaws of the model under examination, for instance: the execution of those guarantees is for the most part designated to the employer, and hence, its potential expenses go up several times over. In the meantime, the growth of guarantees gives rise to the appearance of the famous «social dependents» (Gorlova et al., 2019).

A unique characteristic of the Anglo-Saxon pattern is the inconsequential role of the state in running the economy, creating a substantial gap in wages. As a consequence, given that approach, the employer is observed as free to solve issues associated with dismissal and hiring; labor regulation is practically inseparable from civil law; labor mobility. The blend of those factors holds a positive impact on the economy, thereby triggering its growth. Turning to the other side, that results in the undeniable appearance of social tension in society.

The article states that a few states are creating mixed approaches through combining some features inherent in the 2 models under examination, particularly, for instance, the authors mention the labor relations' regulation in China - the legislator puts severe frameworks in the public sector, when deteriorating them in the market sector (Loewe et al., 2021).

In the meantime, the investigated subdivision into patterns shall be be distinguished as rather theorized, because in reality, there is a borrowing of labor law standards among states, which is normal. Therefore, in Britain there exists a steady «socialization» of labor legislation through building a system of assurances for employees, which doesn't permit the employer to end the employment contract without a particular and acceptable reason (Arefina & Korneeva, 2019).

It is striking to mention that, in spite of the states' orientation - adherents of one of the two examined patterns, there are variations and distinctions among the regulation of the primary postulates and in the framework of one model.

Hence, in Art. 56 of the Russian Federation Labor Code specifies that an employment contract is regarded as a settlement between two things - an employee and an employer, in turn, whereas reciprocal obligations come up between them (Murzina, 2020).

The study emphasizes that the French Labor Code doesn't involve any mention of the decoding of that term whatsoever, it is actually incorporated in the highest court act and is deemed as a settlement between the 2 parties on the work performed for a fee. In the meantime, the nations of the Anglo-Saxon legal family don't involve codified acts running labor relationships; judicial precedents

function as a regulator (Thelen, 2018; Murzina, 2020).

Moreover, for instance, in the UK, labor relationships are deemed with relationships of a civil nature, whereas the parties (employee and employer), as it were, get into a deal for the purchase and sale of labor, in other words, they are identified as equal things (Chernykh, 2022).

Nevertheless, as mentioned earlier, in that matter the state legislator in question «softened», in relation to which, assurances for employees accounted for under the labor contract is steadily being fixed and put into practice.

A alike situation can be tracked in the USA, for instance: the contract is a settlement between the employer and employee, ensuring the employment terms (Chernykh, 2022).

As a result, employment contracts in the Russian federation and nations of the continental pattern act as a means with which an employee performs social protection against the employer's arbitrariness, in turn, the particular legal category within the Anglo-Saxon pattern is a document proving the work implementation.

The shape of determining employment contracts in various states differs, for instance, based on Russian law according to Art. 67 of the Labor Code of the Russia- it has to be inferred specially in writing and in 2 copies (Gorlova et al., 2019).

In France, relying on the shape of employment contracts, its short-term essence is defined, including: the written form is feature of fixed-term employment contracts, whereas the shortcoming of compliance with it results in the agreement conclusion for an unknown period.

Also, the oral form is permitted, however, in that regard, it appears crucial to provide the employee with a written confirmation within 2 months (Vandaele, 2018; Loewe et al., 2021).

It is noteworthy that as a general regulation, employment contracts are concluded for an unknown period, however, given particular conditions, that period can be severely set (for instance, according to Art. L1242-2 of the French Labor Code to substitute a provisionally absent worker). That kind of period is set in framework of 2 years and is renewed only one time.

Another striking fact is that the UK legislator arrived at the conclusion that there stands no necessity to conclude a written contract, however, employers oftentimes permit traditions, since otherwise, it is obligated to inform the employee in writing regarding the employment terms (Thelen, 2018; Murzina, 2020).

US legislation is lacking in a compulsory need for an employment contract's written form. Nonetheless, there are 3 probable forms of it: implied, written, and oral (Feldmann & Mazepus, 2018; Rahimqulova, 2021).

the an oral contract conclusion normally doesn't mean the guarantees observance (even regarding the period of work commencement and their payments). An implied contract is normally perceived as a blend of oral and written obligations.

The employment content's contract under Russian regulation according to Art. 57 of the Russian Federation's Labor Code comprises 2 interrelated elements: compulsory and further circumstances (Poryadina et al., 2020).

Hence, the compulsory circumstances contain workplace, wages, job function, commencement date of labor activity, circumstances, and other factors. Additional circumstances involve a necessity for non-disclosure of secrets, a probationary period, and other elements.

In France, the requirements that are enshrined regarding compulsory circumstances are similar to Russian legislation, with some variations and exceptions. For instance, the employer is obligated to notify the worker concerning the likelihood to exercise the entitlement to professional growth (once in a while).

Furthermore, the employee is obligated not to conduct an act that contradicts the employer's interests, which is stated in Art. L1222-5 TC of France (Spurk & Straub, 2020; Susanto & Supriyatna, 2020). The latter one contains not just the confidential information dissemination regarding work in a specific organization.

Thus, particular variations can be tracked regarding the laws of the trial period. hence, in the Russian Federation, according to Art. Art. 70-71 of the Russian Federation Labor Code the probationary period is put at 3 months. The French legislator established the border under examination below, in relation to which, as a normal regulation, the period under examination is 2 months. In the meantime, the particular period can be duplicated one time (Duggan et al., 2020)

Another striking point is that as additional circumstances, the state legislator in question sets non-competition needs, which is the employees' obligation not to conduct labor tasks in competing establishments for 2 years.

It should be mentioned that the ex-employer may be charged with the duty to pay on a monthly basis compensation in the amount of up to 40% of wages. Besides the particular circumstance, the need for mobility is also incorporated in the classification of additional circumstances - employees can't decline to transfer to an alike position in another locality without acceptable cause and explanation.

The British legislator sets out numerous kinds of circumstances, including: implied conditions, compulsory circumstances, additional circumstances (Rahimqulova, 2021).

The non-competition necessity can be incorporated in the additional circumstances classification (in that instance, the financial reward might not be paid); need by the employee of the funds spent on their training (their contract is ended ahead of schedule for any cause). Implied circumstances incorporate the statement of reciprocal trust and respect; the employer is obligated to secure safe working circumstances.

Some experts declare that regarding recent liberal reforms that immediately impacted labor legislation, the UK holds inherent characteristics of the European pattern (Singer, 2018; Thelen, 2018).

USA law comprises several state-specific and federal regulations, however, as a general regulation, employees are preserved just to protect them from being dismissed or ended on discriminatory

grounds.

Simultaneously, the lack of legally fixed needs for the structure of an employment contract doesn't preclude establishments from defining in them, for instance, the circumstances for overtime work payment, compensation payment for injuries, and other stuff.

It must be stated that in USA legislation there also stand some changes in the labor standards socialization, including nowadays the workers hold no entitlement to forbid workers from disclosing data and information regarding their incomes (Tarasenko, 2018).

CONCLUSION

To sum up the investigation of the legislation state's Russian and several foreign nations, it can be noted that borrowing the experience of nations adhering to the Anglo-Saxon pattern is not acceptable for the Russian state given the fact that in them the labor contract is demonstrated not as an instrument able to guarantee the workers' rights, however, as a legal means of generating circumstances able to infringe on their benefits and interest (Feldmann & Mazepus, 2018).

In the meantime, in case we continue from theoretical notions and moderate borrowing of the labor regulations of the nations of the Anglo-Saxon pattern, then in that kinds of circumstances, it is totally likely to respond flexibly to the appearing position. For instance, the French legislator arrived at the conclusion that it seems reasonable to supply the worker with the entitlement to dismiss employees at lower prices and to alter work regimes given the fact that such a measure can guarantee the labor market flexibility.

In the scope of the global community, urgent troublesome dilemmas coming up in the most states are dissected on a yearly basis, in relation to which, based on their investigation, procedures are implemented and developed, the primary objective of which is to progress a situation with the aid of which it is viable in reality to preserve the benefits of employers and workers from abuse. Statistical information is offered as: for 2016-2017, there has been a fall in the development rate of wages from 1.6 to 0.9%, and for that cause, the society's economic division is vividly presented. In 2018, the growth rate of wages fell to nearly 0.4% as a whole (Duggan et al., 2020). For a better visual presentation of the study outcomes, a comparative Table 1 is presented.

Table 1. Inspection of the Labor Regulations for various nations

Germany, France, Russia (European (continental) model)	Australia, USA, Great Britain (Anglo-Saxon model)
1) employment contract is demonstrated as a tool able to guarantee the workers' rights;	1) employment contract is demonstrated as a legal means to build circumstances that can violate the employees' interests;
2) there stands a high degree of social assurances; the state pursue not merely to supply the people with jobs, but also performs activities intended to protecting existing jobs;	2) inconsequential role of the state in the economy regulation, social assurances;

3) prerequisites for the development of social partnership have been created, which is manifested in the following: employees take part in the management of the organization;	3) the employer is recognized as free to solve problems associated with dismissal and recruitment; labor law is practically inseparable from civil law; labor mobility;
4) the social guarantees' implementation is mostly entrusted to the employer, in relation to which, his potential expenses goes up several times over;	4) labor guarantees lack; a high degree of competition regarding the jobs' struggle;
5) written form for concluding an employment contract.	5) there stands no compulsory necessity for a written form of employment contract (there exist 3 likely forms of it: implied, written, and oral).

Investigating and inspecting the statistical information demonstrated (Table 1), the global Labor Organization recommend the most common suggestions, which are as follows: the mentioned injustice and inequality can be decreased by incorporating similar notions as collective bargaining in the states' national legislation; regulation of remuneration of top management.

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