LEGAL REGULATION OF SERVICE AND LABOR RELATIONS IN VARIOUS LEGAL SYSTEMS

INTRODUCTION
In world practice, a traditional view of labor relations has developed, in particular, they contribute to the stabilization of the economic and political situation in the country - they are the foundation for the successful functioning of the social world. At the same time, despite the fact that the approach to hired labor, the regulation of its fundamental and key provisions is identical in each state (since the legislation of countries is built in accordance with international conventions), their legal regulation is still based on the choice of one of two models, and namely: European (continental) and Anglo-Saxon (Anglo-American) (FILIMONOVA, 2018).

MATERIALS AND METHODS
Various general scientific methods and the methods of logical cognition are used in the work: comparative analysis of the legislation of different states, functional and formal-logical approaches. The development of conclusions was facilitated by the application of formal-legal and comparative-legal methods.

RESULTS AND DISCUSSION
It seems possible to subdivide the states into two groups, the first includes Russia, France, Germany and a number of other European states; in the second - the USA, Great Britain, Australia and other countries. Let’s consider these models in more detail. The continental model has the following specific features: there is a high level of social guarantees; the state seeks not only to provide the population with jobs, but also carries out activities aimed at preserving existing jobs.

Note that this trend is due to the following: the economy is significantly influenced by the state, which, in turn, is manifested in the establishment of social obligations in the medical and educational spheres. At the same time, the legislation is characterized by a social orientation, namely: guarantees are also provided for the occurrence of various circumstances (illness, unemployment, reaching the retirement age). In the countries of the European model, either the prerequisites for the development of social partnership have been created, or it is currently successfully developing, which is manifested in the following: employees take part in the management of the organization.

Thus, the key achievement of this model is the fact that social guarantees of workers are provided for, implemented in practice and ensured at the legislative level. However, some authors also point to the shortcomings of the model under consideration, namely: the implementation of these guarantees is for the most part entrusted to the employer, and therefore, its potential costs increase many times over. Meanwhile, the improvement of guarantees contributes to the emergence of the so-called «social dependents» (FILIMONOVA, 2018). A distinctive feature of the Anglo-Saxon model is the insignificant role of the state in regulating the economy, which creates a significant gap in wages. So, on the basis of this approach, the employer is recognized as free to resolve issues related to hiring and dismissal; labor law is virtually inseparable from civil law; labor mobility.
The combination of these aspects, on the one hand, has a positive effect on the economy, thereby stimulating its growth, and on the other hand, this leads to the inevitable emergence of social tension in society (which is manifested in the absence of labor guarantees; a high level of competition in terms of the struggle for workers places). We emphasize that some states are developing combined approaches by combining some aspects inherent in the two models under consideration, in particular, as an example, the authors cite the regulation of labor relations in China - the legislator sets strict frameworks in the public sector, while weakening them in the market sector (VOROBEVA, 2019).

Meanwhile, the analyzed subdivision into models should be recognized as somewhat theorized, since in practice there is a borrowing of labor law norms between states, which is natural. Thus, in Great Britain there is a gradual «socialization» of labor legislation by creating a system of guarantees for workers, which does not allow the employer to terminate the employment contract without a specific reason (BABUSHKIN, 2018).

Note that, despite the orientation of the states - adherents of one of the two analyzed models, there are differences between the regulation of the basic postulates and within the framework of one model. So, in Art. 56 of the Labor Code of the Russian Federation stipulates that an employment contract is an agreement between two subjects - an employer and an employee, respectively, while mutual obligations arise between them (provision of work and provision of conditions for their performance, on the one hand, and personal performance of work, on the other) (http://www.consultant.ru).

We emphasize that the French Labor Code does not at all contain any mention of the decoding of this term, it is contained in an act of the highest court and is considered as an agreement between the two parties on the performance of work for a fee. At the same time, the countries of the Anglo-Saxon legal family do not contain codified acts regulating labor relations; judicial precedents act as a regulator (https://base.garant.ru). In addition, for example, in the UK, labor relations are considered along with relations of a civil nature, while the parties (employer and employee), as it were, enter into a deal for the sale and purchase of labor, that is, they are recognized as equal subjects (FILIPOVA, 2017).

However, as we have already indicated, in this matter the legislator of the state in question «softened», in connection with which, guarantees for employees accounted for under the labor contract are gradually being fixed and introduced into practice. A similar situation can be traced in the United States, namely: the contract is an agreement between the employee and the employer, securing the terms of employment (FILIPOVA, 2017).

Thus, an employment contract in Russia and countries of the continental model acts as a tool with which an employee carries out social protection against the employer’s arbitrariness, in turn, the specified legal category within the Anglo-Saxon model is a document confirming the implementation of work. The form of concluding an employment contract in different states varies, for example, according to Russian law in accordance with Art. 67 of the Labor Code of the Russian Federation - it must be concluded exclusively in writing and in two copies (http://www.consultant.ru).

In France, depending on the form of an employment contract, its temporary nature is determined, namely: the written form is characteristic of a fixed-term employment contract, while the lack of compliance with it leads to the conclusion of an agreement for an indefinite period. Note that the oral form is also allowed, but in this case it seems necessary to send the employee a written confirmation within a two-month period (www.conseil-constitutionnel.fr).

We emphasize that, as a general rule, an employment contract is concluded for an indefinite period, but in the presence of certain circumstances, the period can be strictly set (for example, in accordance with Art. L1242-2 of the French Labor Code to replace a temporarily absent employee (www.conseil-constitutionnel.fr). Such a period is established in framework of two years and is renewed only once. An interesting fact is that the UK legislator also concluded that there is no need to conclude a written contract, but employers often follow traditions, because otherwise, it is obliged to notify the employee in writing about the terms of employment (https://base.garant.ru). US legislation also lacks a mandatory requirement for a written form of an employment contract (with the exception of the employment of seafarers), however, there are three possible forms of it: written, oral and implied (MULLER, 2014). In turn, the conclusion
of an oral contract naturally does not imply the observance of guarantees (even about the time of commencement of work and their payment). An implied contract is understood as a combination of both written and oral obligations.

The content of the employment contract under Russian law in accordance with Art. 57 of the Labor Code of the Russian Federation consists of two interrelated elements: mandatory and additional conditions (http://www.consultant.ru). So, the mandatory conditions include: place of work, job function, date of commencement of labor activity, wages, conditions and other aspects. Additional conditions include: a probationary period, a requirement for non-disclosure of secrets and other aspects.

In France, the provisions that are enshrined in terms of mandatory conditions are identical to Russian legislation, with some exceptions. For example, the employer is obliged to inform the employee about the possibility to exercise the right to professional development (at least once every two years).

Moreover, the employee is obliged not to perform actions that contradict the interests of the employer, which is enshrined in Art. L1222-5 TC of France (KISELEV, 2014). The latter include not only the dissemination of confidential information about work in a particular organization, but also work undercover in a competitive organization. At the same time, certain differences can be traced in terms of the regulation of the trial period. So, in Russia, in accordance with Art. Art. 70-71 of the Labor Code of the Russian Federation (http://www.consultant.ru) the probationary period is set at three months (for other persons - six months, and for seasonal workers - two weeks). The French legislator sets the border under consideration below, in connection with which, as a general rule, the period under consideration is two months (for other persons, in particular, managers, four months). Meanwhile, the specified period can be duplicated once (MUCHINOVA, 1985).

An interesting fact is that as additional conditions, the legislator of the state in question establishes non-competition requirements, which is an employee’s obligation not to perform labor duties in competing organizations for two years. Note that the ex-employer is charged with the obligation to pay monthly compensation in the amount of up to 40% of wages. Along with the specified condition, the requirement for mobility is also included in the category of additional conditions - an employee cannot refuse to transfer to a similar position in another locality without good reason.

The British legislator establishes several types of conditions, namely: mandatory conditions, additional conditions, implied conditions (MUCHINOVA, 1985). The non-competition requirement may be included in the category of additional conditions (in this case, the monetary reward may not be paid); reimbursement by the employee of the funds spent on his training (his contract is terminated ahead of schedule for any reason). Implied conditions include the expression of mutual respect and trust; the employer is obliged to ensure safe working conditions. Some authors argue that in the light of recent liberal reforms that directly affected labor legislation, the UK has inherent features of the European model (STAMMEN, 2001).

US law consists of many federal and state-specific laws, but as a general rule, employees are protected only to prevent them from being fired or terminated on discriminatory grounds. At the same time, the absence of legally fixed requirements for the structure of an employment contract does not preclude organizations from specifying in them, for example, the conditions for payment of overtime work, payment of compensation for injuries, and others. It should be emphasized that in American legislation there are also some shifts in the socialization of labor standards, namely: today the employer has no right to prohibit employees from disclosing information about their salaries (CHERNILOVSKIJ, 1973).

CONCLUSION

Summing up the analysis of the legislation of the Russian state and a number of foreign countries, we can note that borrowing the experience of countries adhering to the Anglo-Saxon model is unacceptable for the Russian state, since in them the labor contract is presented not as an instrument capable of guaranteeing the rights of workers, but as a legal
way of creating conditions that are capable of infringing on their interests (BORISOV et al., 2018). In turn, at the moment these countries are moving towards the socialization of labor relations. Meanwhile, if we proceed from theoretical concepts and moderate borrowing of the labor policy of the countries of the Anglo-Saxon model, then in such conditions it is quite possible to react more flexibly to the emerging situation. For example, the French legislator concluded that it is rational to provide the employer with the right to fire employees at lower costs, to change work regimes, since such a step will ensure the flexibility of the labor market.

Within the framework of the international community, urgent problematic issues arising in the overwhelming majority of states are discussed annually, in connection with which, on the basis of their analysis, measures are developed and implemented, the main purpose of which is to develop a position with the help of which it is realistic in practice to protect the interests of workers and employers from abuse. Statistical data are presented as follows: for 2016-2017, there was a decrease in the growth rate of wages from 1.6 to 0.9%, for this reason, the economic division of society is clearly demonstrated. In 2018, the growth rate of wages dropped to 0.4% altogether (www.ilo.org). For a more visual presentation of the research results, you can give a comparative Table.

Table 1. Comparison of the Labor Laws for different countries

| Russia, France, Germany (European (continental) model) | USA, Great Britain, Australia (Anglo-Saxon (Anglo-American) model) |
|-------------------------------------------------------|-----------------------------------------------------------|
| 1) an employment contract is presented as an instrument capable of guaranteeing the rights of workers; | 1) an employment contract is presented as a legal way to create conditions that can infringe on the interests of employees; |
| 2) there is a high level of social guarantees; the state seeks not only to provide the population with jobs, but also carries out activities aimed at preserving existing jobs; | 2) insignificant role of the state in the regulation of the economy, social guarantees; |
| 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 resolve issues related to recruitment and dismissal; labor law is virtually inseparable from civil law; labor mobility; |
| 4) the implementation of social guarantees is mostly entrusted to the employer, in connection with which, his potential costs increase many times over; | 4) lack of labor guarantees; a high level of competition in terms of the struggle for jobs; |
| 5) written form for concluding an employment contract. | 5) there is no mandatory requirement for a written form of an employment contract (there are three possible forms of it: written, oral and implied). |

Source: Search data.

Analyzing the statistical data presented, the International Labour Organization puts forward the most general proposals, which are as follows: the stated inequality can be reduced by including such concepts as collective bargaining in the national legislation of states; regulation of remuneration of top management.

CONFLICT OF INTEREST

The authors confirm that the information provided in the article does not contain a conflict of interest.

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Legal regulation of service and labor relations in various legal systems

Regulação jurídica das relações de serviço e trabalho em diversos sistemas jurídicos

Regulación legal de las relaciones de servicio y laborales en diversos sistemas legales

Resumo
O artigo fornece uma característica comparativa dos conceitos de relações de trabalho em alguns países estrangeiros. O artigo analisa a regulamentação jurídica das relações de trabalho, dividindo os estados em dois grupos. O primeiro inclui Rússia, França, Alemanha e vários outros países europeus. No segundo - EUA, Grã-Bretanha, Austrália e outros países do sistema jurídico anglo-saxão. O autor denota as semelhanças e diferenças na escolha de um dos dois modelos, a saber: europeu (continental) e anglo-saxão (anglo-americano). Conclui-se que o empréstimo da experiência dos países aderentes ao modelo anglo-saxão é inaceitável para o Estado russo, uma vez que neles o contrato de trabalho se apresenta não como um instrumento capaz de garantir os direitos dos trabalhadores, mas como um forma legal de criar condições que possam infringir os seus interesses. Por sua vez, no momento, esses países caminham para a socialização das relações de trabalho.

Palavras-chave: Relações de trabalho. Trabalho contratado. Garantias sociais. Contrato de trabalho. Sociedade.

Abstract
The article provides a comparative characteristic of the concepts of labor relations in some foreign countries. The article analyzes the legal regulation of labor relations, dividing states into two groups. The first includes Russia, France, Germany and a number of other European states. In the second - the USA, Great Britain, Australia and other countries of the Anglo-Saxon legal system. The author denotes the similarities and differences in choosing one of the two models, namely: European (continental) and Anglo-Saxon (Anglo-American). The conclusion is drawn that the borrowing of the experience of the countries adhering to the Anglo-Saxon model is unacceptable for the Russian state, since in them the labor contract is presented not as a tool capable of guaranteeing the rights of workers, but as a legal way to create conditions that can infringe on their interests. In turn, at the moment these countries are moving towards the socialization of labor relations.

Keywords: Labor relations. Hired labor. Social guarantees. Labor contract. Society.

Resumen
El artículo proporciona una característica comparativa de los conceptos de relaciones laborales en algunos países extranjeros. El artículo analiza la regulación legal de las relaciones laborales, dividiendo a los estados en dos grupos. El primero incluye Rusia, Francia, Alemania y varios otros estados europeos. En el segundo, los EE. UU., Gran Bretaña, Australia y otros países del sistema legal anglosajón. El autor denota las similitudes y diferencias al elegir uno de los dos modelos, a saber: europeo (continental) y anglosajón (angloamericano). Se llega a la conclusión de que el aprovechamiento de la experiencia de los países adheridos al modelo anglosajón es inaceptable para el estado ruso, ya que en ellos el contrato laboral se presenta no como una herramienta capaz de garantizar los derechos de los trabajadores, sino como un forma legal de crear condiciones que puedan vulnerar sus intereses. A su vez, en estos momentos estos países avanzan hacia la socialización de las relaciones laborales.

Palabras-clave: Relaciones laborales. Mano de obra contratada. Garantías sociales. Contrato laboral. Sociedad.