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LABOR CONTRACT IN THE UK AND UKRAINE

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The employment contract as a phenomenon emerged in the nineteenth century and has continued to take a leading position in labor law. The United Kingdom is not an exception to this rule and where in historical contest the contractual regulation of labor has higher priority, compared with the state one.

Firstly, modern British labor contract was identified with employment contract for personal services. Isolation of a labor contract in a separate category was conditioned by the emergence of numerous imperative prescriptions, whose purpose was to restrain the economic interests of employers. Subsequently, this provided for the extension of employee rights. [1, p.67].

In British law there is no definition of an «employment contract» and its notion is revealed through the basic features and principles, such as guarantee of dignity of a human being and fair treatment. According to Labor Code of Ukraine, in Article 21 it is stipulated that labour contract is an agreement entered into between the employee and the owner of enterprise, institution or organization or authorized by him/her body or individual according to which the employee shall undertake to perform work determined in this agreement subject to observance of internal regulations, and the owner of enterprise, institution or organization or authorized by him/her body or individual shall undertake to pay the employee salary and provide working conditions required for performance of work as prescribed by labour legislation, collective contract and agreement of the parties [2].

There are several aspects of the employment contract that should be compared. According to Part 1, Art. 230 Law on Labor Rights, an employee is understood as a person working under an employment contract, and it is detailed further in the norms and regulations. The age of a person who can work full time in the UK is 18. But, persons under 13 could enter into employment relationship as they may be employed for some types of light work, as defined in the regulations of local governments. Typically, such work should not endanger children's health, development, attending school classes [1, p.69].

In Ukraine, there is no definition of "employee" in the Labor Code of Ukraine. It is reflected in other legislation, such as the Law of Ukraine "On Labor Protection". The employment contract is concluded with individuals who have reached the age of 16. As an exception and under certain conditions persons aged 14 and 15 can be employed for light work that is not detrimental to health and does

not affect process of learning, in their free time, and with the permission of a parent. In addition, one can be employed only if he/she is 18 for certain types of work.

If we talk about the role of an employer we should mention that the British labor law does not disclose its concepts, but we can use other regulation (for example civil one). Thus, at p. 230 the Law on Labor fixes only that employer is the person who has employed or employed (if the employment relationship has ended) an employee. According to the Labor Code of Ukraine the term “the owner of enterprise, institution or organization or authorized by him/her body or individual” is mostly used, but, in some cases the category of “employer” or “administration” is mentioned. This situation leads to the series of questions, because there is no a clear concept. The Labor Code of Ukraine also defines the rights and duties, responsibilities of the employer for breach of labor legislation.

In the UK, there are no strict requirements for the form of employment contract. Most employment contracts do not need to be in writing to be legally valid, but it is better if they are. A contract “starts” as soon as an offer of employment is accepted. Starting work proves that you accept the terms and conditions offered by the employer. In Ukraine there are two forms of employment contract oral and written one. Article 24 of the Labor Code of Ukraine provides the compulsory cases for a written employment contract. In addition, the employee cannot be allowed to work without an employment contract, issued by the order of the employer, and without notification of the central executive body which is responsible for formulation and implementation single contribution for obligatory state social insurance on employee. In fact, last statement means that it is impossible to conclude an oral employment contract.

Thus, the legal regulation of the employment contract in the UK and Ukraine differs. The subjects of the contract are the employee and the employer. The age of full employment capacity in the domestic law is 16, and in Britain it is 18. However, the exceptions where the contract may be signed before reaching that age are provided in both countries. Moreover, today in Ukrainian legislation there is no definition of an “employer”. The forms of contract are written and oral, but with certain characteristics inherent in the surveyed countries.

References:

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2. Labor Code of Ukraine: the Law of Ukraine 10.12.1971. N. 322-VIII. Date Updated: 11.10.2018. URL: <http://zakon2.rada.gov.ua/laws/show/322-08/> (Date of appeal: 03/06/2019).