



中华人民共和国劳动合同法

Labor Contract Law of the People's Republic of China

中华人民共和国就业促进法

Law of the People's Republic of China on Promotion of Employment

中华人民共和国劳动争议调解仲裁法

Law of the People's Republic of China on

Labor-dispute Mediation and Arbitration

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目 录

CONTENTS

中华人民共和国劳动合同法	2
Labor Contract Law of the People's Republic of	
China	3
 中华人民共和国就业促进法	 70
Law of the People's Republic of China on	
Promotion of Employment	71
 中华人民共和国劳动争议调解仲裁法	 110
Law of the People's Republic of China on	
Labor-dispute Mediation and Arbitration	111

中华人民共和国 劳动合同法

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目 录

- 第一章 总 则
- 第二章 劳动合同的订立
- 第三章 劳动合同的履行和变更
- 第四章 劳动合同的解除和终止
- 第五章 特别规定
 - 第一节 集体合同
 - 第二节 劳务派遣
 - 第三节 非全日制用工
- 第六章 监督检查
- 第七章 法律责任
- 第八章 附 则

Labor Contract Law of the People's Republic of China

(Adopted at the 28th Meeting of the Standing
Committee of the Tenth National People's Congress
on June 29, 2007, and promulgated by Order No. 65
of the President of the People's Republic
of China on June 29, 2007)

Contents

Chapter I	General Provisions
Chapter II	Conclusion of a Labor Contract
Chapter III	Performance and Modification of a Labor Contract
Chapter IV	Revocation and Termination of a Labor Contract
Chapter V	Special Provisions
Section 1	A Collective Contract
Section 2	Labor Dispatch
Section 3	Part-Time Employment
Chapter VI	Supervision and Inspection
Chapter VII	Legal Responsibility
Chapter VIII	Supplementary Provisions

第一章 总 则

第一条 为了完善劳动合同制度，明确劳动合同双方当事人权利和义务，保护劳动者的合法权益，构建和发展和谐稳定的劳动关系，制定本法。

第二条 中华人民共和国境内的企业、个体经济组织、民办非企业单位等组织（以下称用人单位）与劳动者建立劳动关系，订立、履行、变更、解除或者终止劳动合同，适用本法。

国家机关、事业单位、社会团体和与其建立劳动关系的劳动者，订立、履行、变更、解除或者终止劳动合同，依照本法执行。

第三条 订立劳动合同，应当遵循合法、公平、平等自愿、协商一致、诚实信用的原则。

依法订立的劳动合同具有约束力，用人单位与劳动者应当履行劳动合同约定的义务。

第四条 用人单位应当依法建立和完善劳动规章制度，保障劳动者享有劳动权利、履行劳动义务。

Chapter I General Provisions

Article 1 This Law is enacted in order to improve the labor contract system, define the rights and obligations of both parties to a labor contract, protect the legitimate rights and interests of workers, and establish and develop a harmonious and stable labor relationship.

Article 2 This Law is applicable where organizations such as enterprises, self-employed economic organizations and private non-enterprise units within the territory of the People's Republic of China (hereinafter referred to as employing units) establish labor relationships with workers through concluding, performing, modifying, revoking or terminating labor contracts with them.

State organs, institutions and public organizations and the workers with whom they are to establish labor relationships shall conclude, perform, modify, revoke or terminate labor contracts in accordance with this Law.

Article 3 Labor contracts shall be concluded in adherence to the principles of lawfulness, fairness, equality, voluntariness, consensus through consultation, and good faith.

A labor contract concluded in accordance with law shall have binding force. Both the employing unit and the worker shall fulfill the obligations stipulated in the labor contract.

Article 4 Employing units shall establish and improve labor rules and regulations to ensure that workers enjoy the labor rights and fulfill the labor obligations.

用人单位在制定、修改或者决定有关劳动报酬、工作时间、休息休假、劳动安全卫生、保险福利、职工培训、劳动纪律以及劳动定额管理等直接涉及劳动者切身利益的规章制度或者重大事项时，应当经职工代表大会或者全体职工讨论，提出方案和意见，与工会或者职工代表平等协商确定。

在规章制度和重大事项决定实施过程中，工会或者职工认为不适当的，有权向用人单位提出，通过协商予以修改完善。

用人单位应当将直接涉及劳动者切身利益的规章制度和重大事项决定公示，或者告知劳动者。

第五条 县级以上人民政府劳动行政部门会同工会和企业方面代表，建立健全协调劳动关系三方机制，共同研究解决有关劳动关系的重大问题。

第六条 工会应当帮助、指导劳动者与用人单位依法订立和履行劳动合同，并与用人单位建立集体协商机制，维护劳动者的合法权益。

When formulating or modifying the rules and regulations, or making decisions on important matters, which have a direct bearing on the immediate interests of workers, such as labor remuneration, working hours, rest and vacation, occupational safety and health, insurance and welfare, training, labor discipline and labor quota control, the employing unit shall, after discussion by the conference of workers or all the workers, put forward plans and suggestions and make decisions after consulting with the trade union or the representatives of the workers on an equal footing.

If, during the implementation of the rules and regulations or the decisions on important matters, the trade union or the workers hold that such rules, regulations or decisions are inappropriate, it or they are entitled to put forward the opinion to the employing unit, and have the rules, regulations or decisions modified and improved through consultation.

The employing unit shall make public or inform the workers of the rules and regulations, and the decisions on important matters, which have a direct bearing on the immediate interests of the workers.

Article 5 The administrative department of labor of the people's government at or above the county level shall, together with the representatives of the trade union and the enterprise, establish a sound tripartite mechanism for coordination of labor relationships, in order to jointly discuss and resolve the major issues concerning labor relationships.

Article 6 The trade union shall give assistance and guidance to the workers in lawfully concluding labor contracts with the employing unit and performing the same, and establish a collective consultation mechanism with the employing unit in order to protect the legitimate rights and interests of workers.

第二章 劳动合同的订立

第七条 用人单位自用工之日起即与劳动者建立劳动关系。用人单位应当建立职工名册备查。

第八条 用人单位招用劳动者时，应当如实告知劳动者工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬，以及劳动者要求了解的其他情况；用人单位有权了解劳动者与劳动合同直接相关的基本情况，劳动者应当如实说明。

第九条 用人单位招用劳动者，不得扣押劳动者的居民身份证和其他证件，不得要求劳动者提供担保或者以其他名义向劳动者收取财物。

第十条 建立劳动关系，应当订立书面劳动合同。

已建立劳动关系，未同时订立书面劳动合同的，应当自用工之日起一个月内订立书面劳动合同。

用人单位与劳动者在用工前订立劳动合同的，劳动关系自用工之日起建立。

Chapter II Conclusion of a Labor Contract

Article 7 A labor relationship is established by an employing unit with a worker as of the date the former employs the latter. An employing unit shall keep a register of workers for reference.

Article 8 When an employing unit recruits a worker, it shall truthfully inform him of the job description, the working conditions, the place of work, occupational hazards, conditions for work safety, labor remuneration and other matters which the worker requests to be informed of. The employing unit has the right to acquire the basic information of the worker which is directly related to the labor contract, and the worker shall truthfully provide the same.

Article 9 When recruiting a worker, the employing unit may not detain the worker's resident identity card or other certificates, nor may it require him to provide guaranty or collect money or things of value from him in other names.

Article 10 To establish a labor relationship, a written labor contract shall be concluded.

In the event that no written labor contract is concluded at the time when a labor relationship is established, such a contract shall be concluded within one month as of the date when the employing unit employs a worker.

Where an employing unit and a worker conclude a labor contract before the latter starts to work, the labor relationship shall be established as of the date when the latter starts to work.

第十一条 用人单位未在用工的同时订立书面劳动合同，与劳动者约定的劳动报酬不明确的，新招用的劳动者的劳动报酬按照集体合同规定的标准执行；没有集体合同或者集体合同未规定的，实行同工同酬。

第十二条 劳动合同分为固定期限劳动合同、无固定期限劳动合同和以完成一定工作任务为期限的劳动合同。

第十三条 固定期限劳动合同，是指用人单位与劳动者约定合同终止时间的劳动合同。

用人单位与劳动者协商一致，可以订立固定期限劳动合同。

第十四条 无固定期限劳动合同，是指用人单位与劳动者约定无确定终止时间的劳动合同。

用人单位与劳动者协商一致，可以订立无固定期限劳动合同。有下列情形之一，劳动者提出或者同意续订、订立劳动合同的，除劳动者提出订立固定期限劳动合同外，应当订立无固定期限劳动合同：

（一）劳动者在该用人单位连续工作满十年的；

（二）用人单位初次实行劳动合同制度或者国有企业改制重

Article 11 In the event that an employing unit fails to conclude a written labor contract with a worker at the same time as it employs him, and labor remuneration agreed upon with him is not definite, the remuneration shall be decided on according to the rate specified in the collective contract; where there is no collective contract or the collective contract is silent on the matter, equal pay for equal work shall be practiced.

Article 12 Labor contracts consist of fixed-term labor contracts, open-ended labor contracts and labor contracts that expire upon completion of given jobs.

Article 13 A fixed-term labor contract is one the ending date of which is agreed upon between the employing unit and the worker.

An employing unit and a worker may conclude a fixed-term labor contract upon reaching consensus through consultation.

Article 14 An open-ended labor contract is one where the employing unit and the worker have agreed not to stipulate a definite ending date.

An employing unit and a worker may conclude an open-ended labor contract upon reaching consensus through consultation. If a worker proposes or agrees to renew the labor contract or to conclude a labor contract in any of the following circumstances, an open-ended labor contract shall be concluded, unless the worker requests the conclusion of a fixed-term labor contract:

(1) The worker has been working for the employing unit for a consecutive period of 10 or more years;

(2) The worker has been working for the employing unit for a consecutive period of 10 or more years but less than 10 years away

新订立劳动合同时，劳动者在该用人单位连续工作满十年且距法定退休年龄不足十年的；

（三）连续订立二次固定期限劳动合同，且劳动者没有本法第三十九条和第四十条第一项、第二项规定的情形，续订劳动合同的。

用人单位自用工之日起满一年不与劳动者订立书面劳动合同的，视为用人单位与劳动者已订立无固定期限劳动合同。

第十五条 以完成一定工作任务为期限的劳动合同，是指用人单位与劳动者约定以某项工作的完成为合同期限的劳动合同。

用人单位与劳动者协商一致，可以订立以完成一定工作任务为期限的劳动合同。

第十六条 劳动合同由用人单位与劳动者协商一致，并经用人单位与劳动者在劳动合同文本上签字或者盖章生效。

劳动合同文本由用人单位和劳动者各执一份。

第十七条 劳动合同应当具备以下条款：

from the statutory retirement age when the employing unit introduces the labor contract system or when the State-owned enterprise has to conclude a new labor contract with him as a result of restructuring; or

(3) The worker intends to renew the labor contract after he has consecutively concluded a fixed-term labor contract with the employing unit twice and he has not been found in any of the circumstances specified in Article 39 or Subparagraph (1) or (2) in Article 40 of this Law.

If an employing unit fails to conclude a written labor contract with a worker within one year as of the date when it employs the worker, it shall be deemed to have concluded an open-ended labor contract with the latter.

Article 15 A labor contract that expires upon completion of a given job is one in which the employing unit and the worker have agreed that the period for completion of the given job is the term of the contract.

An employing unit and a worker may, upon reaching consensus through consultation, conclude a labor contract which expires upon completion of a given job.

Article 16 A labor contract shall become effective when the employing unit and the worker reach agreement through consultation thereon and both parties sign or affix their seals on the copies of the contract.

The employing unit and the worker shall each keep a copy of the labor contract.

Article 17 A labor contract shall contain the following terms:

（一）用人单位的名称、住所和法定代表人或者主要负责人；

（二）劳动者的姓名、住址和居民身份证或者其他有效身份证件号码；

（三）劳动合同期限；

（四）工作内容和工作地点；

（五）工作时间和休息休假；

（六）劳动报酬；

（七）社会保险；

（八）劳动保护、劳动条件和职业危害防护；

（九）法律、法规规定应当纳入劳动合同的其他事项。

劳动合同除前款规定的必备条款外，用人单位与劳动者可以约定试用期、培训、保守秘密、补充保险和福利待遇等其他事项。

第十八条 劳动合同对劳动报酬和劳动条件等标准约定不明确，引发争议的，用人单位与劳动者可以重新协商；协商不成的，适用集体合同规定；没有集体合同或者集体合同未规定劳动报酬的，实行同工同酬；没有集体合同或者集体合同未规定劳动条件等标准的，适用国家有关规定。