



上海市总工会 编

中华人民共和国 劳动合同法



Labour Contract Law of
the People's Republic of China

(中英对照)

Compiled by Shanghai Municipal
Trade Union Council

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中华人民共和国劳动合同法

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委员会第二十八次会议通过)

Labour Contract Law of the People's Republic of China

(Adopted at the 28th Session of the Standing Committee of the
10th National People's Congress on June 29, 2007)

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

Chapter I

General Provisions

Article 1 This Law is formulated with a view to improving the system of labour contracts, specifying the rights and obligations of the parties to the labour contract, protecting the legal rights and interests of the labourer and establishing and developing harmonious and stable labour relationship.

Article 2 This Law shall apply to all enterprises, individual economic organizations, privately-run non-enterprise units and other organizations (hereinafter referred to as the employing unit) who form a labour relationship with the labourers and conclude, perform, modify, rescind or terminate labour contracts, therewith with the territory of the People's Republic of China..

State organs, institutional units, social organizations as well as labourers who establish labour relationships therewith shall be bound by this Law when they conclude, perform, modify, rescind or terminate labour contracts.

Article 3 Labour contracts shall be concluded in accordance with the principles of legality, fairness, equality, voluntariness, agreement through consultation, and honest and credit.

The labour contract once concluded in accordance with the laws shall

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。

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，建立健全协商劳动关系三方机

be legally binding, and the employing unit and labourer shall fulfill the obligations stipulated in the labour contract agreed by both parties.

Article 4 The Employing unit shall establish and perfect rules and regulations in accordance with the laws so as to ensure that the labourer enjoys the right to work and fulfills his labour obligations.

When the employing unit formulates, revises or decides rules and regulations or significant matters directly relating the vital rights and interests of the labourer such as labour remuneration, working hours, rest and vocations, occupational safety and health, insurance and welfare, labourer's training, labour discipline and work quota management, all these shall be discussed by all staff and workers or the Workers' Congress for solutions and suggestions, and be determined through consultation with trade unions or the representatives of staff and workers on an equal footing.

Trade unions or staff and workers have the rights to request the employing unit to revise and perfect the rules and regulations, and key issues through consultation when trade unions or staff and workers are of opinion that they are inappropriate during their implementation.

The rules and regulations, and significant matters concerning directly the immediate interests of the labourer shall be made public or the labourer shall be informed of by the employing unit.

Article 5 The administrative department of labour under the People's Governments at or above the county level, together with trade unions and representatives of enterprises, shall establish and improve a

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。

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。

comprehensive tripartite mechanism for coordination of labour relations and jointly study and solve the major issues concerning labour relations.

Article 6 Trade unions shall assist and instruct the labourer to conclude and implement the labour contract with the employing unit in accordance with the laws and establish a collective consultation mechanism with the employing unit in order to safeguard the legitimate rights and interests of the labourer.

Chapter II

Conclusion of Labour Contracts

Article 7 The employing unit shall establish labour relationship with the labourer since the day when the labourer is employed. The employing unit shall establish the staff registers for reference.

Article 8 When employing the labourer, the employing unit shall inform the labourer of his work assignment, working conditions, working places, occupational hazards, conditions for safety production, labour remuneration and other information required to find out by the labourer. The employing unit has rights to be informed of the basic information about the labourer related to labour contract. The labourer should give the explanation exactly.

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。

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。

Article 9 When employing the labourer, the employing unit is not allowed to distrain upon the labourer's resident ID and other certificates and should not ask the labourer for guarantees or collect any property from the labourer on other pretext.

Article 10 A labour contract shall be concluded in written form when a labour relationship is to be established. The establishment of a labour relationship without a labour contract in written form shall conclude a labour contract in written form within one month from the date of employment.

The labour relationship shall start from the date of employment while the employing unit and labourer concluded a labour contract before employment.

Article 11 In the case that the employing unit fails to conclude a labour contract in written form with a labourer while using him, and it is not clear about the labour remuneration agreed upon with the labourer, the labour remuneration of the new labourer shall be paid in accordance with the standards specified in the collective agreement. The equal pay shall be given for equal work to the labourer without collective agreements or with the collective agreements not stipulated.

Article 12 Labour contracts are classified into fixed term labour contracts, open term labour contracts and labour contracts of the completion of a specific assignment as a term.

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。有下列情形之一的，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

Article 13 The fixed term labour contract refers to the labour contract that the ending date is agreed upon by the employing unit and the labourer.

A fixed term labour contract may be concluded between the employing unit and the labourer through agreement after consultation.

Article 14 The open term labour contract refers to the labour contract that their ending date is agreed upon by the employing unit and the labourer not to be specified.

An open term labour contract may be concluded between the employing unit and the labourer reaching unanimity through agreement after consultation. An open term contract shall be concluded unless the labourer requests the conclusion of a fixed term contract, if the labourer requests or agrees to renew or conclude a labour contract under any of the following circumstances:

(1) where a labourer has worked in the same employing unit for ten consecutive years;

(2) the employing unit implements labour contract system primarily or the state-owned enterprise concludes a new labour contract after its changing the system where a labourer has worked in the same employing unit for ten consecutive years and simultaneously has less than ten years left before reaching the statutory retirement age;

(3) a labourer has concluded the fixed term labour contracts for twice and proposes to renew a labour contract where the labourer has no

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：

（一）用人单位的名称、住所和法定代表人或者主要负责人；

circumstances stipulated in Article 39 and in clause 1, 2 of Article 40 of this Law.

An open term labour contract is considered to be concluded where an employing unit has employed a labourer for full year since the date of employment without signing a new labour contract in written form.

Article 15 The labour contracts of the completion of a specific assignment as a term refer to the labour contracts that their terms are based on the completion of a certain assignment agreed upon by the employing unit and labourers.

A labour contract of the completion of a specific assignment as a term may be concluded between the employing unit and the labourer reaching unanimity through agreement after consultation.

Article 16 A labour contract shall be effective after reaching unanimity through consultation between the employing unit and the labourer, and both of them have signed or sealed the labour contract.

Employing unit and labourer shall each hold one copy of the labour contract.

Article 17 A labour contract shall contain the following clauses:

(1) employing unit's name, address and legal representative