



中华人民共和国劳动法

LABOUR LAW OF THE PEOPLE'S REPUBLIC OF CHINA

中国劳动社会保障出版社

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Translated by
the Legislative Affairs Commission of
the Standing Committee of
the National People's Congress of
the People's Republic of China

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Order of the President of the People's Republic of China

No. 28

The Labour Law of the People's Republic of China, adopted at the Eighth Meeting of the Standing Committee of the Eighth National People's Congress of the People's Republic of China on July 5, 1994, is hereby promulgated and shall enter into force as of January 1, 1995.

**Jiang Zemin ,
President of the People's Republic of China**

July 5, 1994

Labour Law of the People's Republic of China

*(Adopted at the Eighth Meeting of the Standing Committee
of the Eighth National People's Congress on July 5, 1994,
promulgated by Order No. 28 of the President of
the People's Republic of China, and effective
as of January 1, 1995)*

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Chapter I General Provisions

Article 1 This Law is formulated in accordance with the Constitution in order to protect the legitimate rights and interests of labourers, regulate labour relationship, establish and safeguard a labour system suited to the socialist market economy, and promote economic development and social progress.

Article 2 This Law shall apply to enterprises, individual economic organizations (hereinafter referred to as employing units) and labourers who form a labour relationship therewith within the territory of the People's Republic of China.

State organs, institutions and public organizations as well as labourers who form a labour contract relationship therewith shall be bound by this Law.

Article 3 Labourers shall have equal right to employment and choice of occupation, the right to remuneration for labour, to rest and vacations, to protection of occupational safety and health, to training in vocational skills, to social insurance and welfare, to submission of labour disputes for settlement and other rights relating to labour stipulated by law.

Labourers shall fulfill their labour tasks, improve their

vocational skills, follow rules on occupational safety and health, and observe labour discipline and professional ethics.

Article 4 The employing units shall establish and perfect rules and regulations in accordance with the law so as to ensure that labourers enjoy the right to work and fulfill labour obligations.

Article 5 The State shall take various measures to promote employment, develop vocational education, lay down labour standards, regulate social incomes, perfect social insurance system, coordinate labour relationship, and gradually raise the living standard of labourers.

Article 6 The State shall advocate the participation of labourers in social voluntary labour and the unfolding of labour emulation and rational proposals campaign, encourage and protect labourers in conducting scientific research, technical renovation, inventions and creations, and commend and reward model and advanced workers.

Article 7 Labourers shall have the right to participate in, and organize, trade unions in accordance with the law.

Trade unions shall represent and safeguard the legitimate rights and interests of labourers, and independently carry out their activities in accordance with the law.

Article 8 Labourers shall take part in democratic management or negotiate with the employing units on an equal footing about protection of the legitimate rights and interests of labourers through the assembly of staff and

workers or their congress or other forms as provided by law.

Article 9 The administrative department of labour under the State Council shall be in charge of the management of labour in the whole country.

The administrative departments of labour under the local people's governments at or above the county level shall be in charge of the management of labour in their respective administrative areas.

Chapter II Promotion of Employment

Article 10 The State shall create conditions for employment and increase opportunities therefor by means of promotion of economic and social development.

The State shall encourage enterprises, institutions and public organizations to initiate industries or expand businesses for the increase of employment, within the scope provided by laws, and administrative rules and regulations.

The State shall support labourers to achieve employment by organizing themselves on a voluntary basis or by engaging in individual businesses.

Article 11 Local people's governments at various levels shall take measures, by developing employment agencies of various forms, to provide employment services.

Article 12 Labourers, regardless of their ethnic group, race, sex, or religious belief, shall not be discriminated

against in employment.

Article 13 Women shall enjoy the equal right, with men, to employment. With exception of the special types of work or post unsuitable to women as prescribed by the State, no unit may, in employing staff and workers, refuse to employ women by reason of sex or raise the employment standards for women.

Article 14 In respect of the employment of the disabled, people of minority ethnic groups, and demobilized armymen, where there are special stipulations in laws, rules and regulations, such stipulations shall apply.

Article 15 No employing units is allowed to recruit minors under the age of 16.

Institutions of literature and art, physical culture, and special arts and crafts that recruit minors under the age of 16 must go through the formalities of examination and approval in accordance with the relevant provisions of the State and guarantee their right to compulsory education.

Chapter III Labour Contracts and Collective Contracts

Article 16 A labour contract is an agreement that establishes the labour relationship between a labourer and an employing unit and defines the rights and obligations of respective parties.

A labour contract shall be concluded where a labour

relationship is to be established.

Article 17 Conclusion and modification of a labour contract shall follow the principles of equality, voluntariness and agreement through consultation, and shall not run counter to the stipulations of laws, administrative rules and regulations.

A labour contract once concluded in accordance with the law shall be legally binding. The parties must fulfill the obligations stipulated in the labour contract.

Article 18 The following labour contracts shall be invalid:

(1) Labour contracts violating laws, administrative rules and regulations; and

(2) Labour contracts concluded by means of fraud or intimidation, etc.

An invalid labour contract shall have no legal effect from the time of its conclusion. Where a part of a labour contract is confirmed as invalid and where the validity of the remaining part is not affected, the remaining part shall remain valid.

The invalidity of a labour contract shall be confirmed by a labour dispute arbitration committee or a people's court.

Article 19 A labour contract shall be concluded in written form and contain the following clauses:

(1) Term of a labour contract;

(2) Work assignment;

(3) Labour protection and working conditions;

(4) Labour remuneration;
(5) Labour discipline;
(6) Conditions for the termination of the labour contract; and

(7) Liabilities for the violation of the labour contract.

Apart from the required clauses specified in the preceding paragraph, a labour contract may contain other clauses agreed upon by the parties through consultation.

Article 20 The term of a labour contract is classified into fixed term, non-fixed term and the completion of a specific assignment as a term.

Where a labourer has worked in the same employing unit for ten consecutive years or more and both parties agree to extend the term of the labour contract, if the labourer requests the conclusion of a labour contract with a non-fixed term, a labour contract with a non-fixed term shall be concluded.

Article 21 A probation period may be specified in a labour contract. The probation period shall not exceed six months.

Article 22 The parties to a labour contract may stipulate in the labour contract matters concerning keeping business secrets of the employing unit.

Article 23 A labour contract shall terminate immediately upon the expiration of its term or the occurrence of the conditions for the termination of the labour contract as agreed upon by the parties.

Article 24 A labour contract may be cancelled by agreement reached between the parties through consultation.

Article 25 If a labourer is under any of the following circumstances, the employing unit may cancel the labour contract with him;

(1) Having been proved not up to the requirements for recruitment during the probation period;

(2) Having seriously violated labour discipline or the rules and regulations of the employing unit;

(3) Having caused great losses to the employing unit through gross neglect of duty or malpractice for personal gains; and

(4) Having been investigated for criminal responsibility in accordance with the law.

Article 26 In any of the following circumstances, the employing unit may cancel the labour contract, however, a written notice shall be given to the labourer concerned 30 days in advance:

(1) Where a labourer is unable to take up his original work or any work specially arranged by the employing unit after completion of the period of his medical treatment for illness or not work-related injury;

(2) Where a labourer is unqualified for his work and remains unqualified even after receiving a training or after readjusting the work post; and

(3) Where the objective conditions taken as the basis for

the conclusion of the contract have changed so greatly that the original labour contract cannot be carried out, and no agreement on modification of the labour contract can be reached through consultation by the parties.

Article 27 Where it is really necessary for an employing unit to cut down the number of workforce when it comes to the brink of bankruptcy and undergoes a statutory consolidation or runs deep into difficulties in production and management, the employing unit shall explain the situation to the trade union or all of its staff and workers 30 days in advance, solicit opinions from them and report to the administrative department of labour before it may cut down the number of workforce.

Where the employing unit that cut down the number of its workforce in accordance with this Article is to recruit personnel within six months, it shall give priority in employment to the persons who have been laid off.

Article 28 Where an employing unit cancelled its labour contracts according to the stipulations in Article 24, Article 26 and Article 27 of this Law, it shall make economic compensations in accordance with the relevant provisions of the State.

Article 29 Where a labourer is under any of the following circumstances, the employing unit shall not cancel its labour contract with the labourer by availing itself of the stipulations in Article 26 and Article 27 of this Law:

(1) Being confirmed to have totally or partially lost the

ability to work due to occupational diseases or work-related injuries;

(2) Receiving medical treatment for diseases or injuries within the prescribed period of time;

(3) Being a female staff member or worker during her pregnant, puerperal, or breast-feeding period; or

(4) Other circumstances stipulated by laws, administrative rules and regulations.

Article 30 Where an employing unit cancelled its labour contract and the trade union considers it inappropriate, the trade union shall have the right to put forward its opinions. If the employing unit violated the law, rules or regulations or labour contracts, the trade union shall have the right to request that the matter be handled anew. Where the labourer applies for arbitration or institutes a lawsuit, the trade union shall render him support and assistance in accordance with the law.

Article 31 If a labourer is to cancel his labour contract, he shall give a written notice to the employing unit 30 days in advance.

Article 32 A labourer may, in any of the following circumstances, notify at any time the employing unit of his cancelation of the labour contract:

(1) Within the probation period;

(2) Where the employing unit forces the labourer to work by means of violence, intimidation or illegal restriction of personal freedom; or

(3) Failure on the part of the employing unit to pay labour remuneration or to provide working conditions as agreed upon in the labour contract.

Article 33 The staff and workers of an enterprise as one party may conclude a collective contract with the enterprise on matters relating to labour remuneration, working hours, rest and vacations, occupational safety and health, insurance and welfare. The draft collective contract shall be submitted to the congress of the staff and workers or to all the staff and workers for discussion and adoption.

A collective contract shall be concluded by the trade union on behalf of the staff and workers with the enterprise; in an enterprise where the trade union has not yet been set up, such contract shall be concluded by the representatives elected by the staff and workers with the enterprise.

Article 34 Upon conclusion of a collective contract, it shall be submitted to the administrative department of labour. If no objections have been raised by the administrative department of labour within 15 days from the date of receipt of the text of the contract, the collective contract shall go into effect automatically.

Article 35 A collective contract concluded in accordance with the law shall be binding on both the enterprise and all of its staff and workers. The standards of working conditions and labour remuneration agreed upon in labour contracts concluded between individual labourers and the enterprise shall not be lower than those stipulated in the