GLOBALG.A.P. Risk-Assessment on Social Practice (GRASP)

GRASP Module – Interpretation for China

Version 1.3 July 2015

English Version

Developed by SGS-CSTC AND GLOBALG.A.P. March 2018
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<tr>
<td>EMPLOYEES’ REPRESENTATIVE(S)</td>
<td>Documentation is available which demonstrates that a clearly identified, named employees’ representative(s) or an employees’ council representing the interests of the employees to the management is elected or in exceptional cases nominated by all employees and recognised by the management. The election or nomination takes place in the ongoing year or production period and is communicated to all employees. The employees’ representative(s) shall be aware of his/her/their role and rights and be able to discuss complaints and suggestions with the management. The dialogue taking place in such meetings is duly documented. N/A if the company employs less than 5 employees.</td>
<td>The Chinese Labor Law (article 7) requires laborers shall have the right to participate in, and organize, trade unions in accordance with the law. Labour law of the P.R. China (article 7) Article 88. Trade union at various levels shall, in accordance with the law, safeguard he legitimate rights and interests of labourers, and supervise the implementation of laws, rules and regulations on labour by the employing units Labour law of the P.R. China Article 10 A basic-level trade union committee shall be set up in an enterprise, an institution or a government department with a membership of twenty-five or more; where the membership is less than twenty-five, a basic-level trade union committee may be separately set up, or a basic-level trade union committee may be set up jointly by the members in two or more work units, or an organizer may be elected, to organize the members in various activities. Where female workers and staff members are relatively large in number, a trade union committee for female workers and staff members may be set up, which shall carry out its work under the leadership of the trade union at the corresponding level; where they are relatively small in number, there may be a member in charge of the female workers and staff members on a trade union committee. Trade Union Law of the P.R. China</td>
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<td>COMPLAINT PROCEDURE</td>
<td>A complaint and suggestion procedure appropriate to the size of the company exists. The employees are regularly informed about its existence, complaints and suggestions can be made without being penalized and are discussed in meetings between the employees’ representative(s) and the management. The procedure specifies a time frame to answer complaints and suggestions</td>
<td>The complaint procedure must define to whom complaints can be addressed, and how and in what time frame these complaints will be handled. It can be stipulated in a company policy. Article 3. Labourers shall have the right to be employed on an equal basis, choose occupations, obtain remuneration for their labour, take rest, have holidays and leaves, obtain protection of occupational safety and health, receive training in vocational skills, enjoy social insurance and welfare, and submit applications</td>
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<td>and take corrective actions. Complaints, suggestions and follow-up solutions from the last 24 months are documented.</td>
<td>for settlement of labour disputes, and other rights relating to labour as stipulated by Labor law.</td>
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<td>Article 78. The settlement of a labour dispute shall follow the principle of legality, fairness and promptness to so as to safeguard in accordance with the law the legitimate rights and interests of the parties involved.</td>
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<td>Article 30. The trade union of an employing unit shall have the right to air its opinions if it regards as inappropriate the revocation of a labour contract by the unit. If the employing unit violates laws, rules and regulations or labour contracts, the trade union shall have the right to request for reconsideration. Where the labourer applies for arbitration or brings in a lawsuit, the trade union shall render him support and assistance in accordance with the law.</td>
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**SELF-DECLARATION ON GOOD SOCIAL PRACTICES**

3 Has a self-declaration on good social practice regarding human rights been signed by the management and the employees’ representative and has this been communicated to the employees?

The management and the employees’ representative(s) have signed, displayed and put in practice a self-declaration assuring good social practice and human rights of all employees. This declaration contains at least commitment to the ILO core labor conventions (ILO Conventions 111 on discrimination, 138 and 182 on minimum age and child labor, 29 and 105 on forced labor, 87 on freedom of association, 98 on the right to organize and collective bargaining, 100 on equal remuneration and 99 on minimum wage) and transparent and non-discriminative hiring procedures and the complaint procedure. The self-declaration states that the employees’ representative(s) can file complaints without personal sanctions. The employees have been informed about the self-declaration and it is revised at least every 3 years or whenever necessary.

The THE PEOPLE’S REPUBLIC OF CHINA has subscribed the following ILO labor conventions 111, 138, 182 and 100. The principles contain in these conventions must be included in the self-declaration with reference to the conventions.

The THE PEOPLE’S REPUBLIC OF CHINA has NOT subscribed the following ILO labor conventions 29 Forced labor, 105 abolition of force labor, 87 Freedom of association and 98 right to organize and collective bargain. However, these principles are included in the following laws that must be included in the self-declaration. And when no local law is available, and the principles are not against the laws of the country, the self-declaration must include the solely commitment of the administration to protect the rights of the conventions not subscribed by the country.

About Forced labor:

Article 96. Where an employing unit commits one of the following acts, the person in charge shall be taken by a public security organ into custody for 15 days or less, or fined, or given a warning; and criminal responsibilities shall be investigated against...
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<td>necessary.</td>
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the person in charge according to law if the act constitutes a crime:
(1) to force labourers to work by resorting to violence, intimidation or illegal restriction of personal freedom; or
(2) humiliating, giving corporal punishment, beating, illegally searching or detaining labourers.

About Freedom of association and right to organize and collective bargain,

Freedom of association: The Chinese Labor Law (article 7) requires laborers shall have the right to participate in, and organize, trade unions in accordance with the law. Trade Union shall represent and safeguard the legitimate rights and interests of laborers, and independently carry out their activities in accordance with the law.

Collective bargaining: The Chinese Labor Law (article 33-35) The employees of an enterprise as one party may conclude a collective contract with the enterprise as another party on labor remunerations, work hours, rests and leaves, labor safety and sanitation, insurance, welfare treatment, and other matters. The draft collective contract shall be submitted to the workers' representative assembly or all the employees for discussion and passage. Collective contracts shall be signed by and between the trade union on behalf of the employees and the employer. In an enterprise that has not yet set up a trade union, such contracts shall be signed by and between representatives recommended by workers and the enterprise.

In Support of transparent and non-discriminative hiring procedures and the complaint procedure.

Discrimination: The Chinese Labor Law (article 12) requires laborers, regardless of their ethnic group, race, sex, or religious belief, shall not be discriminated against in employment.

Minimum age and Child Labor: Article 15 requires No employing units are allowed to recruit minors under the age of 16.
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<td>Wage (minimum wage): The Chinese Labor Law (Chapter 5)</td>
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**ACCESS TO NATIONAL LABOR REGULATIONS**

4. Do the person responsible for the implementation of GRASP (RGSP) and the employees’ representative(s) have knowledge of or access to recent national labor regulations?

   The responsible person for the implementation of GRASP (RGSP) and the employees’ representative(s) have knowledge of or access to national regulations such as gross and minimum wages, working hours, trade union membership, anti-discrimination, child labor, labor contracts, holiday and maternity leave. Both the RGSP and the employees’ representative(s) know the essential points of working conditions in agriculture as formulated in the applicable GRASP National Interpretation Guidelines.

   The RGSP and the employee’s representative(s) shall access to:
   1: Labor law of the P.R. China
   2: Labor contract law of the P.R. China
   3: Trade Union Law of the P.R. China
   4: Law of the P.R China on the Protection of Minors
   5: updated valid local minimum wage guidance

**WORKING CONTRACTS**

5. Can valid copies of working contracts be shown for the employees? Are the working contracts compliant with applicable legislation and/or collective bargaining agreements and do they indicate at least full names, a job description, date of birth, date of entry, wage and the period of employment? Have they been signed by both the employee and the employer?

   For every employee, a contract can be shown to the assessor on request (on a sample basis). Both the employees as well as the employer have signed them. Records contain at least full names, nationality, job description, date of birth, the regular working time, wage and the period of employment (e.g. permanent, period or day laborer etc.) and for non-national employees their legal status and working permit. The contract does not show any contradiction to the self-declaration on good social practices. Records of the employees must be accessible for the last 24 months.

   The Chinese labour contract law states article 19. A labour contract shall be concluded in written form and contain the following clauses:
   (1) term of labour contract;
   (2) contracts of work;
   (3) labour protection and working conditions;
   (4) labour remuneration;
   (5) labour disciplines;
   (6) conditions for the termination of a labour contract; and
   (7) responsibility for the violation of a labour contract.
   Apart from the required clauses specified in the preceding paragraph, other contents in a labour contract may be agreed upon through consultation by the parties involved.
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<td><strong>PAYSLIPS</strong></td>
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<td>Is there documented evidence indicating regular payment of salaries corresponding to the contract clause?</td>
<td>The employer shows adequate documentation of the salary transfer (e.g. employee’s signature on pay slip, bank transfer). Employees sign or receive copies of pay slips / pay register that make the payment transparent and comprehensible for them. Regular payment of all employees during the last 24 months is documented.</td>
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<td><strong>WAGES</strong></td>
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<td>7</td>
<td>Do pay slips / pay registers indicate the conformity of payment with at least legal regulations and/or collective bargaining agreements?</td>
<td>Wages and overtime payment documented on the pay slips / pay registers indicate compliance with legal regulations (minimum wages) and/or collective bargaining agreements as specified in the GRASP National Interpretation Guideline. If payment is calculated per unit, employees shall be able to gain at least the legal minimum wage (on average) within regular working hours.</td>
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Article 44 under any of the following circumstance, the employing unit shall, according to the following standards, pay laborers remunerations that are higher than those for normal working hours:

1. To pay no less than 150 percent of the normal wages if an extension of working hours is arranged;
2. To pay no less than 200 percent of the normal wages if work is arranged on off days and no make-up off days can be arranged; or
3. To pay no less than 300 percent of the normal wages if work is arranged on statutory holidays.

Article 45 the state shall practice a system of annual vacation with pay.

Note: Article 40 the employing unit shall, during the following festivals,
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|               |                     | arrange holidays for its laborers in accordance with the law: (1) The New Year’s Day (2) The Spring Festival; (3) The International Labor Day (4) The National Day; and (5) Other Holidays provided by law, rules and regulations. Article 48 The State shall implement a system of guaranteed minimum wages. Specific standards on minimum wages shall be stipulated by provincial, autonomous regional and municipal people's governments and reported to the State Council for registration. The employer shall pay laborers wages no lower than local standards on minimum wages Deduction: where losses are suffered by an employing work unit due to reasons related to an individual laborer, the employing work unit may require him to compensate for economic losses in accordance with the terms of the labor contract and compensation for economic losses may be deducted from the wages of the individual laborer. however, the amount deducted every month must not exceed 20% of the wages of that laborer for that month. if the amount of the remaining wages after such deduction is less than the local minimum monthly wage standard, payment shall be made in accordance with the minimum wage standard. Minimum Wage reference [http://www.sgs.com/en/news/2018/01/safeguards-00518-china-minimum-wage-updates-2017](http://www.sgs.com/en/news/2018/01/safeguards-00518-china-minimum-wage-updates-2017) [https://www.uschina.org/minimum-wage-rises-cities-stalls-provinces](https://www.uschina.org/minimum-wage-rises-cities-stalls-provinces) [https://wageindicator.org/main/salary/minimum-wage/china-custom](https://wageindicator.org/main/salary/minimum-wage/china-custom)
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| 8 | Do records indicate that no minors are employed at the company? | Records indicate compliance with national legislation regarding minimum age of employment. If not covered by national legislation, children below the age of 15 are not employed. If children -as core family members- are working at the company, they are not engaged in work that is dangerous to their health and safety, jeopardizes their development or prevents them from finishing their compulsory school education. | China Labor Law Article 15 No employing units are 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. Article 94 where the employing unit illegally recruits minors under the age of 16, the administrative department of labour shall order it to make corrections, and impose a fine thereon. If the circumstances are serious, the administrative department for industry and commerce shall revoke its business license. Article 58 The State shall provide special protection to female staff and workers and juvenile workers. “Juvenile Workers” refer to labourers who have reached the age of 16 but under the age of 18. Article 64 It is prohibited to arrange for juvenile workers to engage in work that is down the pit of mines, or poisonous or harmful, or with Grade IV physical labour intensity as prescribed by the State, or other work forbidden to them Article 65 The employing unit shall provide regular physical examinations to juvenile workers. Law of the People’s Republic of China On the protection minors Law of the People’s Republic of China on the Protection of Minors (Adopted at the 21st Meeting of the Standing Committee of the Seventh National People’s Congress on September 4, 1991, and revised by the Standing Committee of the Tenth National People’s Congress at its 25th Meeting on December 29, 2006) Article 38 No organization or individual may hire any minor under the age of sixteen, except where otherwise prescribed by the State. Any organization or individual that, according to the relevant regulations of the state, hires minors who have reached the age of sixteen but not the age of eighteen shall observe State
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<td><strong>ACCESS TO COMPULSORY SCHOOL EDUCATION</strong></td>
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<td>regulations regarding the types of jobs, working hours, intensity of labor and protective measures, and it or he may not assign them to any over strenuous jobs, jobs exposed to toxic or hazardous substances, or other jobs that imperil their physical or mental health, or any dangerous operations.</td>
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<td>9</td>
<td>Do the children of employees living on the company’s production/handling sites have access to compulsory school education?</td>
<td>There is documented evidence that children of employees at compulsory schooling age (according to national legislation) living on the company’s production/handling sites have access to compulsory school education, either through provided transport to a public school or through on-site schooling. Every child is entitled to free nine-year compulsory education in China. Refer: Education Law of the People's Republic of China Article 18 The State applies a system of nine-year compulsory education. Parents or other guardians of school-age children and adolescents as well as social organizations and individuals concerned shall have the obligation to ensure that school-age children and adolescents receive and complete compulsory education for the prescribed number of years.</td>
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<td><strong>TIME RECORDING SYSTEM</strong></td>
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<td>10</td>
<td>Is there a time recording system that shows working time and overtime on a daily basis for the employees?</td>
<td>There is a time recording system implemented appropriate to the size of the company that makes working hours and overtime transparent for both employees and employer on a daily basis. Working times of the employees during the last 24 months are documented. Records are regularly approved by the employees and accessible for the employees’ representative(s). According to the Payment of Wages Tentative Provisions article 17 an employing work unit shall formulate an internal wage payment system through consultation in a meeting with the employees or the employee representatives or through other forms of consultation. In accordance with these provisions, and shall notify the entire body of labourers in the work unit. and at the same time report the matter to the local administrative department of labour for the record. issued by the ministry of labour on 6 december 1994 and effective as of 1 january 1995. Issued date: 19941206 effective date: 19950101 issuing organization: Labor Department</td>
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<td><strong>WORKING HOURS AND BREAKS</strong></td>
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<td>11</td>
<td>Do working hours and breaks documented in the time records comply with applicant legislation and/or collective bargaining agreements?</td>
<td>Documented working hours, breaks and rest days are in line with applicant legislation and/or collective bargaining agreements. If not regulated more strictly by legislation, records indicate that regular weekly working hours do not exceed a maximum of 48 hours. Time of work: According to Chinese Labor law (article 36) that state shall practice a working hour system wherein laborers shall work for on more than 8 hours and no more than 44 hours a week on the average. But according to the provisions of the state council on worker working hours, workers and staff shall work 8 hours a day and 40 hours a week.</td>
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|               | during peak season (harvest), weekly working time does not exceed a maximum of 60 hours. Rest breaks/days are also guaranteed during peak season. | According to Chinese Labor Law (article 41) the employing unit may extend working hours as necessitate by its production or business operation after consultation with the trade union and labors, but the extended working hours per day shall generally not exceed on hour; if such extension is needed for special reasons, under the condition that the health of laborers is guaranteed, the extended hours shall not exceed three hours per day, however, the total extension in a month shall not exceed **thirty six hours**. According to Chinese Labor law (article 39) the employing unit shall guarantee that its staff and workers have at least one day off in a week. **Time of rest** indicates the break time per day or shift and regulations, break day per week or month and annual leave. An employee who works 8 consecutive hours is entitled to a break of at least half an hour or 45 minutes (night shift). An employee who works in shifts is entitled to a break of at least 12 hours between shifts. Employee are entitled to a break of at least one day per week or have on average at least four days off in a month. An employer may arrange for the weekly day off to fall on a Sunday or another specified day of the week. Where, due to the nature of the work (e.g. in aquaculture, with people living on the farms), it is impossible for the employees to have a weekly day off, the employer must ensure that the employees on average have at least four days off in a month (see chapter 7, section 2 of the Labor Law). Article 44 under any of the following circumstance, the employing unit shall, according to the following standards, pay laborers remunerations that are higher than those for normal working hours:
(1) to pay no less than 150 percent of the normal wages if an extension of working hours is arranged;
(2) to pay no less than 200 percent of the normal wages if work is arranged on off days and no make-up off days can be arranged; or
(3) To pay no less than 300 percent of the normal wages if work is arranged on statutory holidays. Article 45 the state shall practice a system of annual vacation with |
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<td>pay. Note: Article 40 the employing unit shall, during the following festivals, arrange holidays for its laborers in accordance with the law: (6) The New Year’s Day; (7) The Spring Festival; (8) The International Labor Day; (9) The National Day; and (10) Other Holidays provided by law, rules and regulations. Note: In China, allow for the average of overtime hours, such that monthly or weekly limits can be extended, provided the monthly or weekly average over a specified period of time does not exceed the proscribed limits. Where this is permitted by national legislation, but weekly limits set by GRASP still apply. For example, this is permitted under the comprehensive working hours regulations. Employers can seek permission from the local labor bureau to exceed Chinese Labor Law limit of 36 hours overtime per month, provided the monthly average of overtime during a six-month period does not exceed 36 hours. Auditors can accept such averaging, provided: 1) the verify the legitimacy of the permit from the local labor bureau; and 2) working hours do not exceed limits set by GRASP, which would be 52 hours per week in China; 40 hours per week in (given the Chinese labor law on regular work week) plus the maximum 12 hours per week of overtime.</td>
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**ONLY APPLICABLE FOR PRODUCER GROUPS INTEGRATION INTO QMS**

| QMS | Does the assessment of the Quality Management System (QMS) of the producer group show evidence of the correct implementation of GRASP for all participating producer group members? | The assessment of the Quality Management System of the producer group demonstrates that GRASP is correctly implemented and internally assessed. Non-compliances are identified and corrective actions are taken to enable compliance of all participating producer group members. | This control point normally has no Interpretation, as it connects the GRASP requirements to the GLOBALG.A.P. Option 2 groups. |

**ADDITIONAL SOCIAL BENEFITS**
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<td>R 1</td>
<td><strong>What other forms of social benefit does the company offer to employees, their families and/or the community? Please specify incentives for good and safe working performance, bonus payment, support of professional development, social benefits, child care, improvement of social surroundings etc.</strong></td>
<td><strong>No interpretation needed, this is a voluntary extra point. Maybe give examples of typical social benefits.</strong></td>
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Annex to GRASP Interpretation for China

Control Point 1:

China Labour Law
Article 7 Labourers shall have the right to participate in and organize trade unions in accordance with law. Trade unions shall represent and safeguard the legitimate rights and interests of labourers, and stage activities independently in accordance with law.

China Trade Union Law
Article 2 Trade unions are mass organizations of the working class formed by the workers and staff members on a voluntary basis.

The All-China Federation of Trade Unions and all the trade union organizations under it represent the interests of the workers and staff members and safeguard the legitimate rights and interests of the workers and staff members according to law.

Article 3 All manual and mental workers in enterprises, institutions and government departments within the territory of China who rely on wages or salaries as their main source of income, irrespective of their nationality, race, sex, occupation, religious belief or educational background, have the right to organize or join trade unions according to law. No organizations or individuals shall obstruct or restrict them.

Article 4 Trade unions shall observe and safeguard the Constitution, take it as the fundamental criterion for their activities, take economic development as the central task, uphold the socialist road, the people's democratic dictatorship, leadership by the Communist Party of China, and Marxist-Leninism, Mao Zedong Thought and Deng Xiaoping Theory, persevere in reform and the open policy, and conduct their work independently in accordance with the Constitution of trade unions.

The National Congress of Trade Unions formulates or amends the Constitution of Trade Unions of the People's Republic of China, which shall not contravene the Constitution of the People's Republic of China or other laws.

The State protects the legitimate rights and interests of trade unions from violation.
Article 10 A basic-level trade union committee shall be set up in an enterprise, an institution or a government department with a membership of twenty-five or more; where the membership is less than twenty-five, a basic-level trade union committee may be separately set up, or a basic-level trade union committee may be set up jointly by the members in two or more work units, or an organizer may be elected, to organize the members in various activities. Where female workers and staff members are relatively large in number, a trade union committee for female workers and staff members may be set up, which shall carry out its work under the leadership of the trade union at the corresponding level; where they are relatively small in number, there may be a member in charge of the female workers and staff members on a trade union committee.

In townships, towns or in urban neighborhoods, where workers and staff members of enterprises are relatively large in number, joint basic-level trade union federations may be set up.

Local trade union federations shall be established in places at or above the county level.

Industrial trade unions may be formed, when needed, at national or local levels for a single industry or several industries of a similar nature.

The All-China Federation of Trade Unions shall be established as the unified national organization.

Control Point 2:

The complaint procedure must define to whom complaints can be addressed, and how and in what
time frame these complaints will be handled. It can be stipulated in a company policy.

Article 3. Labourers shall have the right to be employed on an equal basis, choose occupations, obtain remuneration for their labour, take rest, have holidays and leaves, obtain protection of occupational safety and health, receive training in vocational skills, enjoy social insurance and welfare, and submit applications for settlement of labour disputes, and other rights relating to labour as stipulated by Labor law.

Article 78. The settlement of a labour dispute shall follow the principle of legality, fairness and promptness to so as to safeguard in accordance with the law the legitimate rights and interests of the parties involved.

Article 30. The trade union of an employing unit shall have the right to air its opinions if it regards as inappropriate the revocation of a labour contract by the unit. If the employing unit violates laws, rules and regulations or labour contracts, the trade union shall have the right to request for reconsideration. Where the labourer applies for arbitration or brings in a lawsuit, the trade union shall render him support and assistance in accordance with the law.

**Control Point 3:**

THE PEOPLE’S REPUBLIC OF CHINA has subscribed the following ILO labor conventions 111, 138, 182 and 100. The principles contain in these conventions must be included in the self-declaration with reference to the conventions.

The THE PEOPLE’S REPUBLIC OF CHINA has NOT subscribed the following ILO labor conventions 29 Forced labor, 105 abolition of force labor, 87 Freedom of association and 98 right to organize and collective bargaining. However, these principles are included in the following laws that must be included in the self-declaration. And when no local law is available, and the principles are not against the laws of the country, the self-declaration must include the solely commitment of the administration to protect the rights of the conventions not subscribed by the country.

**Discrimination:**

China Labor Law
Article 12 Labourers shall not be discriminated against in employment due to their nationality, race, sex, or religious belief.

Article 13 Women shall enjoy equal rights as men in employment. Sex shall not be used as a pretext for excluding women from employment during recruitment of workers unless the types of work or posts for which workers are being recruited are not suitable for women according to State regulations. Nor shall the standards of recruitment be raised when it comes to women.

Article 14 Any special stipulations in laws and regulations about the employment of the disabled, minority people, and demobilized soldiers shall be observed.

Minimum age and child labor
China Labour Law
Article 15 The employer shall be banned from recruiting juveniles under the age of 16. Art, sports and special-skill units that plan to recruit juveniles under the age of 16 shall go through examination and approval procedures according to relevant State regulations and guarantee the right of the employed to receive compulsory education.

**Forced labor**

China Labour Contract Law
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 work 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.

*Freedom of association*

China Constitution

Article 35 Citizens of the People’s Republic of China enjoy freedom of speech, of the press, of assembly, of association, of procession and of demonstration.

China Labour law

Article 7 Labourers shall have the right to participate in and organize trade unions in accordance with law. Trade unions shall represent and safeguard the legitimate rights and interests of labourers, and stage activities independently in accordance with law.

Article 8 Labourers shall take part in democratic management through workers' congress, workers' representative assembly, or any other forms in accordance with law, or consult with the employer on an equal footing about protection of the legitimate rights and interests of labourers.

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

Local people's governments above the county level shall take charge of the management of labour in areas under their jurisdiction.

*Collective contract*

China Labor Law

Article 33 The employees of an enterprise as one party may conclude a collective contract with the enterprise as another party on labour remunerations, work hours, rests and leaves, labour safety and sanitation, insurance, welfare treatment, and other matters.

The draft collective contract shall be submitted to the workers' representative assembly or all the employees for discussion and passage.

Collective contracts shall be signed by and between the trade union on behalf of the employees and the employer. In an enterprise that has not yet set up a trade union, such contracts shall be signed by and between representatives recommended by workers and the enterprise.

Article 34 Labour contracts shall be reported to labour administrative departments after their conclusion. Labour contracts shall take effect automatically if no objections are raised by these labour administrative departments within 15 days after they are received.

Article 35 Labour contracts concluded in accordance with law shall be binding on both the enterprise and all of its employees. The standards on labour conditions and labour payments agreed upon in labour contracts concluded between individual labourers and their enterprises shall not be lower than those stipulated in collective contracts.

*China Labor Contract Law*

SECTION 1 COLLECTIVE CONTRACT

Article 51

After bargaining on an equal basis, enterprise employees, as one party, and their Employer may conclude a collective contract on such matters as labor compensation, working hours, rest, leave, work safety and hygiene, insurance, benefits, etc. The draft of the collective contract shall be presented to the employee representative congress or all the employees for discussion and approval.

A collective contract shall be concluded by the Trade union, on behalf of the enterprise's employees, and the Employer. If the Employer does not yet have a Trade union, it shall be signed by a representative put forward by the Employees under the guidance of the Trade union at the next higher level.

1 Translator's note: The phrase “of the area” does not appear in the Chinese text. It has been added by us in view of the context.
Article 52
Enterprise employees, as one party, and their Employer may enter into specialized collective contracts addressing labor safety and hygiene, protection of the rights and interests of female employees, the wage adjustment mechanism, etc.

Article 53
Industry-wide or area-wide collective contracts may be concluded between the Trade union on the one hand and representatives on the side of the enterprises on the other hand in industries such as construction, mining, catering services, etc. within areas below the county level.

Article 54
After a collective contract has been concluded, it shall be submitted to the labor administration authority. The collective contract shall become effective upon the lapse of 15 days from the date of receipt thereof by the labor administration authority, unless the said authority raises any objections to the contract.

A collective contract that has been concluded in accordance with the law is binding on the Employer and the Employees. An industry-wide or area-wide collective contract is binding on Employers and Employees in the industry or in the area in the locality concerned.

Article 55
The rates for labor compensation, standards for working conditions, etc. stipulated in a collective contract may not be lower than the minimum rates and standards prescribed by the local People's Government. The rates for labor compensation, standards for working conditions, etc. stipulated in the employment contract between an Employer and a Employee may not be lower than those stipulated in the collective contract.

Article 56
If an Employer's breach of the collective contract infringes upon the labor rights and interests of the employees, the Trade union may, in accordance with the law, demand that the Employer assume liability. If a dispute arising from the performance of the collective contract is not resolved following consultations, the Trade union may apply for arbitration and institute an action according to law.

Equal remuneration

China Labour Law
Article 46
The distribution of wages shall follow the principle of distribution according to work and equal pay for equal work.

Minimum wage
Article 48
The State shall implement a system of guaranteed minimum wages. Specific standards on minimum wages shall be determined by the people's governments of provinces, autonomous regions or municipalities directly under the Central Government and reported to the State Council for the record. Wages paid to labourers by the employing unit shall not be lower than the local standards on minimum wages.

Control Point 4:
Refer Control Point 3

Control Point 5:
Work contract
China labor law
Article 19
A labour contract shall be concluded in written form and contain the following Clauses:
- term of a labour contract;
- contents of work;
- labour protection and working conditions
- labour remuneration;
- labour discipline;
- conditions for the termination of a labour contract;
- and responsibility for the violation of a labour contract.
Apart from the required clauses specified in the preceding paragraph, other contents in a labour contract may be agreed upon through consultation by the parties involved.

Article 20
The term of a labour contract shall be divided into fixed term, flexible term or taking the completion of a specific amount of work as a term.
In case a labourer has kept working in a same employing unit for ten years or more and the parties involved agree to extend the term of the labour contract, a labour contract with a flexible term shall be concluded between them if the labourer so requested.

China Labour Contract Law
Article 7
An Employer's employment relationship with a Employee is established on the date it starts using the Employee. An Employer shall keep a register of employees for reference purposes.

Article 8
When an Employer hires a Employee, it shall truthfully inform him as to the content of the work, the working conditions, the place of work, occupational hazards, production safety conditions, labor compensation and other matters which the Employee requests to be informed about. The Employer has the right to learn from the Employee basic information which directly relates to the employment contract, and the Employee shall truthfully provide the same.

Article 9
When hiring an Employee, an Employer may not retain the Employee's resident ID card or other papers, nor may it require him to provide security or collect property from him under some other guise.

Article 10
To establish an employment relationship, a written employment contract shall be concluded. In the event that no written employment contract was concluded at the time of establishment of an employment relationship, a written employment contract shall be concluded within one month after the date on which the Employer starts using the Employee.
Where an Employer and a Employee conclude an employment contract before the Employer starts using the Employee, the employment relationship shall be established on the date on which the Employer starts using the Employee.

Article 11
In the event that an Employer fails to conclude a written employment contract with a Employee at the time its starts to use him, and it is not clear what labor compensation was agreed upon with the Employee, the labor compensation of the new Employee shall be decided pursuant 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 shall be given for equal work.

Article 12
Employment contracts are divided into fixed-term employment contracts, open-ended employment contracts and employment contracts to expire upon completion of a certain job.

Article 13
A “fixed-term employment contract” is an employment contract whose ending date is agreed upon by the Employer and the Employee.
An Employer and a Employee may conclude a fixed-term employment contract upon reaching a negotiated consensus.

Article 14
An “open-ended employment contract” is an employment contract for which the Employer and the Employee have agreed not to stipulate a definite ending date.
An Employer and a Employee may conclude an open-ended employment contract upon reaching a negotiated consensus. If an Employee proposes or agrees to renew his employment contract or to conclude an employment contract in any of the following circumstances, an open-ended employment contract shall be concluded, unless the Employee requests the conclusion of a fixed-term employment contract:

1. The Employee has been working for the Employer for a consecutive period of not less than 10 years;
2. When his Employer introduces the employment contract system or the state owned enterprise that employs him re-concludes its employment contracts as a result of restructuring, the Employee has been working for the Employer for a consecutive period of not less than 10 years and is less than 10 years away from his legal retirement age; or
3. Prior to the renewal, a fixed-term employment contract was concluded on two consecutive occasions and the Employee is not characterized by any of the circumstances set forth in Article 39 and items (1) and (2) of Article 40 hereof.

If an Employer fails to conclude a written employment contract with an Employee within one year from the date on which it starts using the Employee, the Employer and the Employee shall be deemed to have concluded an open-ended employment contract.

Article 15

An “employment contract with a term to expire upon completion of a certain job” is an employment contract in which the Employer and the Employee have agreed that the completion of a certain job is the term of the contract.

An Employer and an Employee may, upon reaching a negotiated consensus, conclude an employment contract with a term to expire upon completion of a certain job.

Article 16

An employment contract shall become effective when the Employer and the Employee have reached a negotiated consensus thereon and each of them has signed or sealed the text of such contract.

The Employer and the Employee shall each hold one copy of the employment contract.

Article 17

An employment contract shall specify the following matters:

1. The name, domicile and legal representative or main person in charge of the Employer;
2. The name, domicile and number of the resident ID card or other valid identity document of the Employee;
3. The term of the employment contract;
4. The job description and the place of work;
5. Working hours, rest and leave;
6. Labor compensation;
7. Social insurance;
8. Labor protection, working conditions and protection against occupational hazards; and
9. Other matters which laws and statutes require to be included in employment contracts.

In addition to the requisite terms mentioned above, an Employer and an Employee may agree to stipulate other matters in the employment contract, such as probation period, training, confidentiality, supplementary insurance and benefits, etc.

Article 18

If a dispute arises due to the fact that the rate or standards for labor compensation or working conditions, etc. are not explicitly specified in the employment contract, the Employer and the Employee may renegotiate. If the negotiations are unsuccessful, the provisions of the collective contract shall apply. If there is no collective contract or the collective contract is silent on the issue of labor compensation, equal pay shall be given for equal work; if there is no collective contract or the collective contract is silent on the issue of working conditions, the relevant regulations of the state shall apply.

Article 19
If an employment contract has a term of not less than three months but less than one year, the probation period may not exceed one month; if an employment contract has a term of more than one year and less than three years, the probation period may not exceed two months; and if an employment contract has a term of not less than three years or is open-ended, the probation period may not exceed six months.

An Employer may stipulate only one probation period with any given Employee.

No probation period may be specified in an employment contract with a term to expire upon completion of a certain job or an employment contract with a term of less than three months.

The probation period shall be included in the term of the employment contract. If an employment contract provides for a probation period only, then there is no probation period and the term concerned shall be the term of the employment contract.

Article 20
The wages of a Employee on probation may not be less than the lowest wage level for the same job with the Employer or less than 80 percent of the wage agreed upon in the employment contract and may not be less than the minimum wage rate in the place where the Employer is located.

Article 21
An Employer may not terminate an employment contract during the probation period unless the Employee is characterized by any of the circumstances set forth in Article 39 and items (1) and (2) of Article 40 hereof. If an Employer terminates an employment contract during the probation period, it shall explain the reasons to the Employee.

Article 22
If an Employer provides special funding for a Employee's training and gives him professional technical training, it may conclude an agreement specifying a term of service with such Employee.

If the Employee breaches the agreement on the term of service, he shall pay liquidated damages to the Employer as agreed. The measure of the liquidated damages may not exceed the training expenses paid by the Employer. The liquidated damages that the Employer requires the Employee to pay may not exceed the portion of the training expenses allocable to the unperformed portion of the term of service.

The reaching of agreement on a term of service between the Employer and the Employee does not affect the raising of the Employee's labor compensation during the term of service according to the normal wage adjustment mechanism.

Article 23
An Employer and a Employee may include in their employment contract provisions on confidentiality matters relating to maintaining the confidentiality of the trade secrets of the Employer and to intellectual property.

If a Employee has a confidentiality obligation, the Employer may agree with the Employee on competition restriction provisions in the employment contract or confidentiality agreement, and stipulate that the Employer shall pay financial compensation to the Employee on a monthly basis during the term of the competition restriction after the termination or ending of the employment contract. If the Employee breaches the competition restriction provisions, he shall pay liquidated damages to the Employer as stipulated.

Article 24
The personnel subject to competition restrictions shall be limited to the Employer's senior management, senior technicians and other personnel with a confidentiality obligation. The scope, territory and term of the competition restrictions shall be agreed upon by the Employer and the Employee, and such agreement shall not violate laws and regulations.

The term, counted from the termination or ending of the employment contract, for which a person as mentioned in the preceding paragraph is subject to competition restrictions in terms of his working for a competing Employer that produces the same type of products or is engaged in the same type of business as his current Employer, or in terms of his establishing his own business to produce the same type of products or engage in the same type of business, shall not exceed two years.

Article 25
With the exception of the circumstances specified in Articles 22 and 23 hereof, an Employer may not stipulate with an Employee provisions on the bearing of liquidated damages by the Employee.

Article 26
An employment contract shall be invalid or partially invalid if:
(1) A party uses such means as deception or coercion, or takes advantage of the other party's difficulties, to cause the other party to conclude an employment contract, or to make an amendment thereto, that is contrary to that party's true intent;
(2) The Employer disclaims its legal liability or denies the Employee his rights; or
(3) Mandatory provisions of laws or administrative statutes are violated.

If the invalidity or partial invalidity of the employment contract is disputed, it shall be confirmed by a labor dispute arbitration institution or a People's Court.

Article 27
If certain provisions of an employment contract are invalid and such invalidity does not affect the validity of the remaining provisions, the remaining provisions shall remain valid.

Article 28
If an employment contract is confirmed as invalid and the Employee has already performed labor, the Employer shall pay the Employee labor compensation. The amount of labor compensation shall be determined with reference to the labor compensation of Employees in the same or a similar position with the Employer.

Section 3 Part-Time Labor
Article 68
The term “part-time labor” means a form of labor for which the compensation is chiefly calculated by the hour and where the Employee generally averages not more than 4 hours of work per day and not more than an aggregate 24 hours of work per week for the same Employer.

Article 69
The two parties to part-time labor may conclude an oral agreement.

A Employee who engages in part-time labor may conclude an employment contract with one or more Employers, but a subsequently concluded employment contract may not prejudice the performance of a previously concluded employment contract.

Article 70
The two parties to part-time labor may not stipulate a probation period.

Article 71
Either of the two parties to part-time labor may terminate the use of the labor by notice to the other party at any time. No severance pay shall be payable by the Employer to the Employee upon termination of the use of the labor.

Article 72
The hourly compensation rate for part-time labor may not be lower than the minimum hourly wage rate prescribed by the People's Government of the place where the Employer is located. The labor compensation settlement and payment cycle for part-time labor may not exceed 15 days.

Control Point 6: pay slips

Payment of Wages Tentative Provisions:

article 6
an employing work unit shall pay wages to labourers personally. when labourers, for valid reasons, are not able to obtain their wages personally, their relatives or other appointed persons may obtain their wages on their behalf.

an employing work unit may appoint a bank to distribute wages on its behalf.

an employing work unit must record in writing the amount, time of distribution and name and signature of recipient of wages paid to labourers, and maintain such records for at least two years, for future reference. when an employing work unit pays wages, it shall provide a copy of his/her individual wage account to each labourer.
Control Point 7: wages

China Labour law
Chapter V Wages
Article 46
The distribution of wages shall follow the principle of distribution according to work and equal pay for equal work.
The level of wages shall be gradually raised on the basis of economic development. The State shall exercise macro-regulations and control over the total payroll.
Article 47
The employing unit shall independently determine its form of wage distribution and wage level for its own unit according to law and based on the characteristics of its production and business and economic results.
Article 48
The State shall implement a system of guaranteed minimum wages. Specific standards on minimum wages shall be determined by the people’s governments of provinces, autonomous regions or municipalities directly under the Central Government and reported to the State Council for the record.
Wages paid to labourers by the employing unit shall not be lower than the local standards on minimum wages.
Article 50
Wages shall be paid monthly to labourers themselves in form of currency. The wages paid to labourers shall not be deducted or delayed without justification.
Article 51
The employing unit shall pay wages according to law to labourers who observe statutory holidays, take leaves during the periods of marriage or funeral, or participate in social activities in accordance with the law.
Payment of Wages Tentative Provisions:
article 7 wages must be paid on the date agreed upon by the employing work unit and the labourer. if such date falls upon a holiday or rest day , wages shall be paid in advance on the nearest working day. wages must be paid at least once a month , and where a weekly , daily or hourly wage system is implemented , wages may be paid based on weeks , days or hours.
article 8 for a labourer that is to complete one course of temporary work or one specific job , the employing work unit shall pay the labourer’s wages after his/her work duties are completed , in accordance with the provisions of the relevant agreement or contract.
article 9 where both parties in a labour relationship lawfully terminate or cancel a labour contract , the employing work unit shall pay the wages of the labourer in full in a single amount when the labour contract is terminated or cancelled.
article 10 where a labourer legally participates in social activities during his/her lawful working time , the employing work unit shall regard such time as equivalent to normal work time and pay his/her wages accordingly. social activities include : exercising the lawful right to vote or right to be elected ; being elected as a representative to attend meetings convened by organizations such as the government at county ( town ) or district level or above , political parties , labour unions , the youth league , or the women’s federation ; acting as a witness at a people’s court ; attending a model worker or advanced worker meeting ; production or work time occupied by labour union activities of committee members not withdrawn from production in basic-level committees of labour unions , as stipulated in the prc , labour union law ; and other social activities lawfully participated in.
article 11 where labourers lawfully enjoy annual leave, home leave, marriage leave or funeral leave, the employing work unit shall pay the wages of labourers in accordance with the standards stipulated in the labour contract.

article 12 where an employing work unit ceases operation or ceases production in a wage payment period for reasons other than those due to the labourers, the employing work unit shall pay the wages of labourers in accordance with the standards stipulated in the labour contract. where such situation continues for more than one wage payment period: if labourers have worked as normal, the labour compensation paid to such labourers must not be less than the local minimum wage standard; and if the labourers have not worked as normal, the matter shall be handled in accordance with relevant state provisions.

article 13 where, after a labourer completes his/her labour quota or stipulated work duties, the employing work unit arranges for the labourer to work beyond the statutory standard working time, based on actual requirements, wages shall be paid in accordance with the following standards:

1. where an employing work unit lawfully arranges for a labourer to extend his/her working time beyond the statutory standard daily working hours, it shall pay wages to the labourer of not less than 150% of the hourly wage standard for the individual labourer stipulated in the labour contract;

2. where an employing work unit lawfully arranges for a labourer to work on a rest day, and is not able to arrange a compensatory rest period, it shall pay wages to the labourer of not less than 200% of the daily or hourly wage standard for the individual labourer stipulated in the labour contract; and

3. where an employing work unit lawfully arranges for a labourer to work on a statutory holiday or vacation period, it shall pay wages to the labourer of not less than 300% of the daily or hourly wage standard for the individual labourer stipulated in the labour contract.

where an employing work unit arranges extended working time for labourers paid a piece rate wage who have completed their piece rate quota, their wages shall be paid in accordance with the above stipulated principles: not less than 150%, 200% or 300%, respectively, of the piece rate for work completed in the statutory working time for the individual where a work system based on the comprehensive calculation of man hours is implemented with the approval of the administrative department of labour, the portion of comprehensively calculated working time that exceeds the statutory standard working time shall be regarded as extended working time and the labourers shall be paid wages for extended working time in accordance with these provisions.

for labourers not working under a fixed man hours system, the above provisions shall not be implemented.

article 14 where an employing work unit is lawfully declared bankrupt, labourers have the right to obtain their wages. an employing work unit that has gone into liquidation shall first pay wages owed to labourers of the work unit, in accordance with the liquidation procedures stipulated in the prc, state enterprise insolvency law.

article 15 an employing work unit must not improperly deduct labourers' wages. in any one of the following situations, an employing work unit may deduct labourer's wages:

1. an employing work unit deducts and submits personal income tax;

2. an employing work unit deducts and submits any item of social insurance expense that should be undertaken personally by the labourer;

3. child support payments or alimony that is required to be deducted in a judgement or ruling by the court; and
4. other expenses that laws or regulations stipulate may be deducted from the wages of labourers.

Article 16 Where losses are suffered by an employing work unit due to reasons related to an individual labourer, the employing work unit may require him to compensate for economic losses in accordance with the terms of the labour contract, and compensation for economic losses may be deducted from the wages of the individual labourer. However, the amount deducted every month must not exceed 20% of the wages of that labourer for that month. If the amount of the remaining wages after such deduction is less than the local minimum monthly wage standard, payment shall be made in accordance with the minimum wage standard.

Control Point 8: Minors

Article 15 No employing units are 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. Article 94 where the employing unit illegally recruits minors under the age of 16, the administrative department of labour shall order it to make corrections, and impose a fine thereon. If the circumstances are serious, the administrative department for industry and commerce shall revoke its business license.

Chapter VII Special Protection For Female and Juvenile Workers

Article 58 The State shall provide female workers and juvenile workers with special protection. “Juvenile workers” hereby refer to labourers at the age of 16 but not 18 yet.

Article 59 It is prohibited to arrange female workers to engage in work down the pit of mines, or work with Grade IV physical labour intensity as stipulated by the State, or other work that female workers should avoid.

Article 60 Female workers during their menstrual periods shall not be arranged to engage in work high above the ground, under low temperature, or in cold water or work with Grade III physical labour intensity as stipulated by the State.

Article 61 Female workers during their pregnancy shall not be arranged to engage in work with Grade III physical labour intensity as stipulated by the State or other work that they should avoid in pregnancy. Female workers pregnant for seven months or more shall not be arranged to extend their working hours or to work night shifts.

Article 62 After childbirth, female workers shall be entitled to no less than ninety days of maternity leaves with pay.

Article 63 Female workers during the period of breast-feeding their babies less than one year old shall not be arranged to engage in work with Grade III physical labour intensity as stipulated by the State or other labour that they should avoid during their breast-feeding period, or to extend their working hours or to work night shifts.

Article 64 No juvenile workers shall be arranged to engage in work down the pit of mines, work that is poisonous or harmful, work with Grade IV physical labour intensity as stipulated by the State, or other work that they should avoid.

Article 65 The employing unit shall provide regular physical examinations to juvenile law of the People’s Republic of China On the protection minors

Article 38 No organization or individual may hire any minor under the age of sixteen, except where otherwise prescribed by the State.

Any organization or individual that, according to the relevant regulations of the state, hires minors who have reached the age of sixteen but not the age of eighteen shall observe State regulations regarding the types of jobs, working hours, intensity of labor and protective measures, and it or he may not assign them to any over strenuous jobs, jobs exposed to toxic or hazardous substances, or other jobs that imperil their physical or mental health, or any dangerous operations.

Control Point 9: Children
China Education Law
Article 18 The State applies a system of nine-year compulsory education. Parents or other guardians of school-age children and adolescents as well as social organizations and individuals concerned shall have the obligation to ensure that school-age children and adolescents receive and complete compulsory education for the prescribed number of years.

Control Point 10: time recording
Payment of Wages Tentative Provisions:
article 6
an employing work unit must record in writing the amount, time of distribution and name and signature of recipient of wages paid to labourers, and maintain such records for at least two years, for future reference. when an employing work unit pays wages, it shall provide a copy of his/her individual wage account to each labourer.

Control Point 11: working hours and break
China Labor Law
Chapter 4 Working Hours, Rests, and Leaves
Article 36 The State shall practise a working hour system wherein labourers shall work for no more than eight hours a day and no more than 44 hours a week on the average.
Article 37 In case of labourers working on the basis of piecework, the employer shall rationally fix quotas of work and standards of piecework remuneration in accordance with the working hour system stipulated in Article 36 of this Law.
Article 38 The employer shall guarantee that its labourers have at least one day off a week.
Article 39 If an enterprise can not follow the stipulations in Article 36 and Article 38 of this Law due to special characteristics of its production, it may follow other rules on work and rest with the approval by labour administrative departments.
Article 40 The employer shall arrange rests for labourers in accordance with law during the following holidays:
(1) The New Year's Day; (2) The Spring Festival; (3) The International Labour Day; (4) The National Day; (5) Other holidays stipulated by laws and regulations.
Article 41 The employer can prolong work hours due to needs of production or businesses after consultation with its trade union and labourers. The work hours to be prolonged, in general, shall be no longer than one hour a day, or no more than three hours a day if such prolonging is called for due to special reasons and under the condition that the physical health of labourers is guaranteed. The work time to be prolonged shall not exceed, however, 36 hours a month.
Article 42 The prolonging of work hours shall not be subject to restrictions of stipulations of Article 41 of this Law in any one of the following cases:
(1) Need for emergency treatment during occurrence of natural disasters, accidents or other reasons that threaten the life, health or property safety of labourers; (2) Need for timely rush-repair of production equipment, transportation lines or public facilities that have gone out of order and as a result affect production and public interests; (3) Other cases stipulated in laws and administrative decrees.
Article 43 The employer shall not prolong the work hours of labourers in violation of the stipulations of this Law.
Article 44 The employer shall pay labourers more wage remunerations than those for normal work according to the following standards in any one of the following cases:
(1) Wage payments to labourers no less than 150 per cent of their wages if the labourers are asked to work longer hours; (2) Wage payments to labourers no less than 200 per cent of their wages if no rest can be arranged afterwards for the labourers asked to work on days of rest; (3) Wage payments to labourers no less than 300 per cent of their wages if the labourers are asked to work on legal holidays.
Article 45 The State follows the system of annual leaves with pay. Labourers shall be entitled to annual leaves with pay after working for more than one year continuously. Specific rules on this shall be worked out by the State Council.
Provisions of the state council on working hours of workers and staff

article 3 workers and staff shall work 8 hours a day and 40 hours a week.

article 4 workers and staff who are under special working conditions or have special situation and need the working hours to be shortened reasonably shall implement the relevant provisions of the state.

article 5 when the standard working hour system of 8 hours a day and 40 hours a week is inapplicable due to the special working situation or production nature, other rules may be adopted on working hours and holidays according to the relevant provisions of the state.

article 6 no unit or individual shall extend the working hours of their workers and staff without authorization. when the working hours are necessary to extend for the purpose of special case or emergent assignment, it shall be implemented according to the relevant provisions of the state.

article 7 all state organs and institutional organizations shall institute a unified working hour system under which Saturday and Sunday shall be arranged as weekly holidays.

enterprises and institutional organizations that cannot institute the unified working hours prescribed in the preceding paragraph may make flexible arrangements for weekly holidays in the light of their actual conditions.