

劳资集体谈判守则

A Code of Collective Bargaining

集体谈判是现代社会劳动关系调整的一种有效机制。在集体谈判过程中，劳资双方愿意以本守则之约定约束各自的行为。

Collective bargaining is an effective mechanism for the adjustment of labour relations in modern society. In the process of collective bargaining, both the employer and employees are willing to be bound by this Code in their actions.

第一节 诚意谈判原则与信息披露义务

Section 1 Principle of Good Faith Bargaining and Obligation to Disclose Information

第一条 集体谈判应当恪守诚意谈判的原则。

1. Collective bargaining shall be carried out under the principle of good faith bargaining.

诚意谈判原则是指集体谈判双方应以积极的、建设性的态度，以签订集体协议为目的进行谈判。

The principle of good faith bargaining means both parties shall conduct the negotiation with a positive and constructive attitude for the purpose of signing a collective agreement.

诚意原则应贯穿集体谈判的各个阶段。

The principle of good faith shall be maintained throughout every stage of collective bargaining.

第二条 在集体谈判的准备阶段，双方应尽量提供方便，以便合理安排谈判时间、谈判场地、谈判会议所需设施、谈判的辅助人员等等。

2. In the preparatory stage of collective bargaining, both parties shall make efforts to arrange a reasonable time, place, facilities, supporting personnel etc. for the bargaining.

资方应及时向员工方谈判组（委员会）提供谈判所需的信息。

The employer shall update the employee bargaining unit (committee) on the information required for the negotiation.

员工方谈判组（委员会）应准备好谈判议案并及时转交资方。

The employee bargaining unit (committee) shall prepare a bargaining proposal and deliver it to the employer in a timely manner.

第三条 在集体谈判的谈判阶段，双方应遵守如下基本要求：

3. In the negotiation stage of collective bargaining, both parties shall abide by the following basic requirements:

承认对方谈判代表和谈判顾问的资格与授权行为的有效性；

Acknowledge the legitimacy of bargaining representatives and consultants acting on behalf of the other party and the validity of their authorized actions;

谈判代表应严格遵守谈判的程序与规则，无正当理由不得缺席谈判会议；

Strictly comply with bargaining procedures and rules and attend all negotiation meetings unless there are good reasons for absence;

对各自的谈判要求与回应予以合理的解释；

Provide each other with reasonable explanations for bargaining requirements and responses respectively.

在谈判会议中，为对方提供充分的解释谈判要求的机会；当反驳对方谈判要求时，应提出反驳理由。

During negotiations, both parties shall provide each other with the opportunity to fully explain their bargaining demands. Both parties shall give their reasons for refuting the other's demands.

在谈判会议中，保持和谐、尊重的谈判氛围，任何一方代表不得使用侮辱性语言；

During negotiations, both parties shall maintain a harmonious and respectable atmosphere. Neither party's representatives shall use offensive language;

当双方就某个谈判事项陷入谈判僵局时，应考虑转入其他事项的谈判；

In the event of deadlock on a specific issue, both parties shall consider moving on to other matters on the agenda.

不得威胁或者利诱对方的谈判代表；

Neither party shall threaten or offer inducements to the bargaining representatives of the other party;

双方谈判代表不得与对方代表进行私下的沟通与谈判；

Neither party's representatives shall have private communications or negotiations with the other party's representatives;

资方不得阻止员工参与集体谈判相关的各项活动；

The employer shall not prevent the employees from participating in any activities related to the collective bargaining;

员工不得在谈判正常进行期间罢工、怠工或者从事其他不利于谈判的行为。

Employees shall not participate in strikes, go-slows or any other harmful activities whilst bargaining is progressing normally.

第四条 当一方认为对方违反了诚信谈判的原则，应及时向对方指出，并要求对方采取补救措施或者给予解释。

4. If either party believes the other has violated the principle of good faith bargaining, they shall notify the other party of the issue promptly and demand that the other party take remedial measures or provide an explanation.

第五条 信息披露是资方在集体谈判中的一项基本义务，资方应在集体谈判的各个阶段履行这项义务。

5. The disclosure of information is a basic obligation of the employer in collective bargaining, which shall be fulfilled by the employer throughout every stage of collective bargaining.

第六条 员工方谈判组（委员会）有权获得或者要求资方提供与谈判事项有关的信息，但下列信息除外：

6. The employee bargaining unit (committee) is entitled to access, or request from the employer, information relevant to bargaining matters except for information that is:

涉及国家秘密的；

Related to state secrets;

涉及资方技术秘密的；

Related to the employer's technical secrets;

涉及资方个人隐私的。

Related to the employer's personal privacy.

资方拒绝提供与谈判事项有关的信息时，应做出合理的解释。

The employer shall provide a reasonable explanation when refusing to disclose information relevant to bargaining matters.

第七条 员工方谈判组（委员会）应以书面形式向资方提出披露信息的要求，应写明需要的信息和披露信息的期限，并指出要求披露这些信息的理由。

7. The employee bargaining unit (committee) shall make written a request to the employer for the disclosure of information, specifying the information required and the deadline for such disclosure and indicating why such disclosure is needed.

第八条 应员工方谈判组（委员会）的要求，资方应对披露的信息予以解释。

8. At the request of the employee bargaining unit (committee), the employer shall provide an accompanying explanation for the information disclosed.

第二节 集体谈判代表

Section 2 Collective Bargaining Representatives

第九条 本守则所称集体谈判代表（以下简称“谈判代表”），是指按照约定程序产生并有权代表本方利益进行集体谈判的人员。

9. Collective bargaining representatives (hereinafter referred to as “bargaining representatives”) in this Code are the personnel who are selected via the appointed procedure and authorized to conduct the negotiation in the interest of their represented party.

第十条 双方的谈判代表人数根据约定人数而定。各方谈判代表组成谈判组（委员会），并各确定一名首席代表。

10. The numbers of bargaining representatives of both parties shall be determined as agreed. Each party's bargaining representatives constitute the bargaining unit (committee) with one chief representative elected.

第十一条 在建立了工会的工厂（公司），员工方谈判组（委员会）成员应由工会委员会成员和员工代表共同组成，其中工会委员所占比例不应超过三分之一，员工代表人选可通过工会推荐、员工自荐或者员工推荐等方式产生。

11. In a factory (company) where a trade union is established, the employee bargaining unit (committee) shall consist of both union committee members and employee representatives. The proportion of trade union committee members shall not exceed one-third of the total number. Employee representatives can be recommended by the union, by an employee themselves, or by other employees.

第十二条 在未建立工会的工厂（公司），员工方谈判组（委员会）成员应由员工代表组成，员工代表人选可通过员工自荐或者员工推荐等方式产生。

12. In a factory (company) where no trade union is established, the employee bargaining unit (committee) shall consist of employee representatives, who can be recommended either by an employee themselves or by other employees.

第十三条 员工方谈判组（委员会）中的员工代表应通过员工选举产生，并经参与选举的半数以上员工同意。

13. The employee representatives of the employee bargaining unit (committee) shall be elected by the employees and approved by a majority of all votes cast.

第十四条 当参与集体谈判的员工来自不同部门时，员工谈判组（委员会）内应有来自不同部门的代表。

14. When employees attending collective bargaining come from different departments, the employee bargaining unit (committee) shall consist of representatives from different departments.

员工谈判组（委员会）内还应包括劳务派遣工代表、临时工代表、女工代表等。

The employee bargaining unit (committee) shall also consist of representatives of agency workers, temporary workers and women workers.

第十五条 员工谈判组（委员会）的首席代表由员工谈判代表推举产生。

15. The chief representative of the employee bargaining unit (committee) shall be elected by the employee bargaining representatives.

第十六条 当员工对员工谈判代表的表现不满意时，可以随时提出撤换代表的要求，但须经半数以上员工同意。

16. When the employees are dissatisfied with the employee bargaining representatives' performance, they can at any time request that the representatives be replaced, but such a request shall have to be approved by a majority of all employees.

第十七条 各方谈判代表因故无法履行代表职责时，应在五日内依照本守则规定的程序重新产生谈判代表。在此期间，谈判会议应当中止。

17. Should either party's representative fail to perform their responsibilities for any reason, a new bargaining representative shall be elected in accordance with the procedure as stipulated in this Code within five days. In the meantime, the negotiations shall be suspended.

第十八条 员工方谈判代表不得由参与管理规章制定或者从事人事管理工作的中层以上的管理人员担任。

18. The employee's bargaining representatives shall not include senior managers involved in administrative rulemaking or personnel management.

中层及以下管理人员担任员工谈判代表的比例不得超过三分之一。

No more than one third of the employee's bargaining representatives shall be low- or middle-level managers.

第十九条 员工方谈判组（委员会）组成后，应由工厂（公司）工会将谈判代表名单报送工厂（公司）所在地的地方工会。

19. After the employee bargaining unit (committee) is formed, the trade union of the factory (company) shall deliver the list of bargaining representatives to the local trade union within whose jurisdiction the factory (company) is located.

在未建立工会的工厂（公司），员工方谈判组（委员会）应将谈判代表名单报送工厂（公司）所在地的地方工会。

As for a factory (company) where no union is established, the employee bargaining unit (committee) shall deliver the list of bargaining representatives to the local trade union within whose jurisdiction the factory (company) is located.

第二十条 资方谈判代表由工厂（公司）法定代表人指派，首席代表由法定代表人担任或由其书面委托的其他管理人员担任。

20. The employer's bargaining representatives shall be appointed by the legal representative of the factory (company). The chief representative can be either the legal representative or any other manager with the written authorization of the legal representative.

第二十一条 集体谈判双方可以书面委托工厂（公司）以外的专业人士担任己方谈判代表和首席谈判代表。聘请专业人员的费用由各方自行承担。

21. Both collective bargaining parties may authorize a professional or professionals from outside the factory (company) to act as its bargaining representative and chief bargaining representative. The cost for hiring such professionals shall be borne by the party itself.

员工方的谈判代表如由工厂（公司）以外的专业人士担任，应经半数以上员工认可，并与该专业人士签订委托书。

The professional authorized to act as the employee's bargaining representative shall be approved by a majority of all employees and shall sign a letter of authorization.

专业人士担任员工方谈判代表的比例不得超过三分之一。

The proportion of professionals as the employee's bargaining representatives shall not exceed one-third of the total number.

第二十二条 双方谈判组（委员会）可聘请工厂（公司）所在地的地方工会、雇主协会或者类似机构的人员担任各自的谈判代表，其比例不得超过三分之一。

22. Both bargaining units (committees) may hire personnel from the local trade union, employers' association or other similar organization from the region where the factory (company) is located to act as a bargaining representative, but the proportion of such personnel shall not exceed one-third of the total number.

聘请以上机构人员担任谈判代表的费用由各方自行承担。

The cost of hiring such personnel as bargaining representatives shall be borne by the parties themselves.

第二十三条 双方谈判组（委员会）可聘请工厂（公司）所在地的地方工会、雇主协会或者类似机构的人员担任谈判顾问。

23. Both bargaining units (committees) may hire personnel from the local trade union, employers' association or other similar organization from the region where the factory (company) is located to act as their bargaining consultant.

聘请以上机构担任谈判顾问的费用由各方自行承担。

The cost of hiring such personnel as a bargaining consultant shall be borne by the parties themselves.

谈判顾问可以列席谈判会议，但无谈判代表的权利与职责。

The bargaining consultant may attend the negotiation meetings but without the rights or responsibilities of the bargaining representatives.

第二十四条 集体谈判代表享有如下权利：

24. Collective bargaining representatives have the following rights:

参加集体谈判各阶段的活动，包括：谈判准备、谈判会议、集体协议签署等等；

Participating in every stage of collective bargaining, including preparations for negotiation, bargaining meetings and collective agreement signing;

在谈判会议中享有发言权、陈述权、建议权和否决权；

The right to speak, state opinions, make suggestions and voice disagreement in the bargaining meeting;

员工方谈判代表参加集体谈判各阶段的活动，资方应视其提供了正常劳动，并照常支付其工资及相关的福利待遇；

During every stage of the collective bargaining process, employee bargaining representatives shall receive their relevant pay and benefits from the employer as usual.

员工方谈判代表在参加集体谈判各阶段活动期间，资方不得调整其工作岗位。

The employer shall not alter the work position or status of the employee bargaining representatives at any stage of the collective bargaining process.

资方不得对员工方谈判代表采取歧视性行为或打击报复性行为，不得违法解除或者变更其劳动合同。

The employer shall neither take intolerant actions or retaliatory measures against the employee bargaining representatives, nor illegally terminate or modify their labour contract.

第二十五条 集体谈判代表履行如下职责：

25. Collective bargaining representatives shall have the following responsibilities:

严格遵守集体谈判的诚信原则；

Strictly follow the principle of good faith in collective bargaining;

积极维护己方的利益；

Actively defend the interests of party represented;

积极参加集体谈判各阶段的活动；

Actively participate in every stage of collective bargaining;

接受谈判组（委员会）的安排并认真履行职责；

Accept the arrangements of the bargaining unit (committee) and earnestly perform their duties;

收集己方的意见，接受质询；

Gather the opinions of the party represented and address inquiries;

对在集体谈判过程中涉及的己方和对方的信息应予保密。需保密的信息内容依法确定或由双方另行约定。

Maintain confidentiality of relevant information about both parties in the process of collective bargaining. Confidential information can be determined by law or otherwise specified by both parties.

第三节 集体谈判的启动

Section 3 Initiation of Collective Bargaining

第二十六条 在工厂（公司）有工会的情况下，员工认为需要进行集体谈判时，应当向工会提出，由工会组织员工进行集体谈判投票表决，当过半数参与投票的员工表决同意后，由工会代表员工向资方提出集体谈判要约。

26. In a factory (company) where a trade union is established, if the employees find it necessary to conduct collective bargaining, they shall raise the issue with the union. The union shall then organize the employees to vote on collective bargaining. If the issue is approved by a majority of all votes cast, the union shall make an offer to the employer with respect to collective bargaining.

在工厂（公司）无工会的情况下，员工认为需要进行集体谈判时，应当由提出谈判要求者组织员工进行集体谈判投票表决，取得过半数参与投票的员工表决同意后，可启动集体谈判程序。

In a factory (company) where there is no trade union, if the employees find it necessary to conduct collective bargaining, those who demand bargaining shall then organize the employees to vote on collective bargaining. If the issue is approved by a majority of all votes cast, the process of collective bargaining shall be initiated.

通过员工自荐和员工推荐，依照本守则规定的谈判代表选举程序产生员工方谈判组（委员会）。

The employee bargaining unit (committee) shall be formed by personnel recommended either by an employee themselves or by other employees via the appointed procedure as stipulated in this Code.

由员工方谈判组（委员会）向资方提出集体谈判要约。

The employee bargaining unit (committee) shall make an offer to the employer with respect to collective bargaining.

第二十七条 工会或者员工方谈判组（委员会）在提出集体谈判要约时，应向资方提交谈判意向书。谈判意向书应当包括谈判的时间、谈判的地点、谈判的主要事项等等。

27. The trade union or the employee bargaining unit (committee) shall deliver a letter of intent when making an offer with respect to collective bargaining. This letter of intent shall include the time, place and the main matters for discussion.

第二十八条 资方应当在收到谈判意向书之日起五日内予以书面答复。书面答复应包括对谈判的时间、地点、谈判事项等方面的回应。

28. The employer shall give a written reply within five days of receiving the letter of intent. This written reply shall include the response to the proposed time, place and the main matters for discussion.

第二十九条 在工厂（公司）出现罢工、怠工等情况时，资方应允许员工或者工会进行集体谈判的投票表决。

29. In the event of a strike, go-slow or other similar event in the factory (company), the employer shall allow the employees or union to hold a vote on collective bargaining.

资方应为员工或者工会提供投票表决所需的场地、时间和设施。

The employer shall provide the place, time and facilities for voting as required by the employees or trade union.

当员工收到资方同意进行集体谈判的书面答复后，应立即停止罢工。

The employees shall stop their strike action immediately upon receipt of the employer's written reply agreeing to collective bargaining.

第三十条 自工会或者员工方谈判组（委员会）收到资方的书面答复之日起，劳资双方应在五日内完成谈判代表和首席谈判代表的选举（指派）工作，并将谈判组（委员会）的人员名单告知对方。

30. Both parties shall complete the election (appointment) of their bargaining representatives and chief bargaining representative within five days of the union or employee bargaining unit (committee) receiving the employer's written reply, and then inform the other party of their bargaining unit (committee) personnel list.

第四节 集体谈判前的准备

Section 4 Preparations for Collective Bargaining

第三十一条 员工方谈判组（委员会）按照以下程序准备集体谈判议案：

31. The employee bargaining unit (committee) shall prepare a collective bargaining proposal in accordance with the following procedure:

由谈判代表收集整理员工对谈判事项的具体意见和要求；

Bargaining representatives shall collate employees' specific opinions and demands for the bargaining agenda.

由谈判组（委员会）根据上述意见和要求起草谈判议案；

The bargaining unit (committee) shall draft a proposal based on the above opinions and requirements.

由谈判组（委员会）将谈判议案提交员工大会或者员工代表大会表决；

The bargaining unit (committee) shall submit the proposal to the employees' assembly or congress for approval.

由谈判组（委员会）将员工大会或者员工代表大会表决同意的谈判议案转交资方谈判组（委员会）；

The bargaining unit (committee) shall then deliver the proposal approved by the employees' assembly or congress to the employer's bargaining unit (committee).

以上集体谈判议案的准备工作之期限由谈判双方协商确定。

The time frame for the above preparations shall be negotiated and determined by both negotiating parties.

第三十二条 集体谈判议案应包括如下内容：

32. A collective bargaining proposal shall include:

具体的谈判事项与谈判要求；

Specific bargaining issues and demands;

支持谈判要求的理据或者法律依据；

Supporting arguments or legal grounds for the bargaining demands;

支持谈判要求的信息与数据。

Supporting information and data related to the bargaining demands.

第三十三条 资方应恪守诚意谈判的原则，为员工方谈判组（委员会）准备集体谈判议案提供时间、场地和设施等方面的便利。

33. The employer shall, under the principle of good faith bargaining arrange for the necessary time, place and facilities required by the employee bargaining unit (committee).

第三十四条 资方应遵循信息披露制度的要求，向员工方谈判组（委员会）披露谈判所需信息；或者应员工方谈判组（委员会）的要求，提供谈判所需信息。

34. In accordance with the requirement for information disclosure, the employer shall disclose the information required for the negotiations to the employee bargaining unit (committee), or provide the information required for the negotiation at the request of the employee bargaining unit (committee).

第三十五条 双方谈判组（委员会）可根据谈判需要，确定各自谈判组（委员会）成员的职责。

35. Both bargaining units (committees) may determine the responsibilities of their unit (committee) members respectively based on their needs in the negotiation.

第三十六条 在员工方谈判组（委员会）将谈判提案转交资方谈判组（委员会）后，双方应在约定时间召开集体谈判准备会议，完成如下工作：

36. After the employee bargaining unit (committee) delivers the proposal to the employer bargaining unit (committee), both parties shall convene a preparatory meeting at the scheduled time in order to:

确定首次谈判会议的时间和地点；

Determine the time and place for the first bargaining meeting;

确定谈判会议的程序；

Determine the procedure of the bargaining meeting;

确定谈判会议的规则；

Determine the rules of the bargaining meeting;

确定解决谈判僵局的方式。

Determine a method to resolve deadlock during the negotiations.

第三十七条 员工方谈判组（委员会）应将谈判议案、谈判会议的时间和地点等信息通报工厂（公司）所在地的地方工会，以寻求该工会的指导与协助。

37. The employee bargaining unit (committee) shall notify the local trade union in whose jurisdiction the factory (company) is located of the bargaining proposal as well as the time and place of the bargaining meeting so as to seek guidance and assistance from the union.

第三十八条 资方谈判组（委员会）可将谈判议案、谈判会议的时间和地点等信息通报工厂（公司）所在地的雇主协会或者类似机构，以寻求该机构的指导与协助。

38. The employer bargaining unit (committee) may notify the local employers' association or other similar organization from the region where the factory (company) is located so as to seek guidance and assistance from such organizations.

第五节 集体谈判会议

Section 5 Collective Bargaining Meetings

第三十九条 集体谈判的首次会议应在双方确定的时间和地点召开；此后会议的时间地点应在上一次会议中确定。

39. The first collective bargaining meeting shall be held at the agreed time and place. The time and place of subsequent meetings shall be determined at the preceding meeting.

第四十条 在集体谈判首次会议上，应先由员工方首席谈判代表宣读谈判议案，然后由资方首席代表作出回应。

40. In the first collective bargaining meeting, the employee's chief bargaining representative shall read out the bargaining proposal. The employer's chief representative shall then make a formal response.

第四十一条 为避免和减少双方谈判代表的正面冲突，谈判会议中可以适时休会，以给谈判双方充分的时间闭门准备己方的答复与提议。休会时间由双方商定。

41. In order to avoid and reduce head-on confrontations between the bargaining representatives of both parties, meetings may recess at an appropriate time, so that both parties can have enough time to prepare privately for their own responses and suggestions. The time of recess shall be agreed upon by both parties.

第四十二条 双方谈判代表应严格遵守谈判会议的规则。

42. Both parties' bargaining representatives shall strictly follow the rules of the bargaining meetings.

第四十三条 双方的首席谈判代表应在谈判会议上作为各方的发言人，其他谈判代表的发言应事先征得首席代表的许可或者取得谈判组（委员会）的授权。

43. The chief bargaining representative of each party shall act as the spokesperson of the represented party, whereas other bargaining representatives shall be granted permission by the chief representative or be authorized by the bargaining unit (committee) in advance before speaking.

第四十四条 双方谈判组（委员会）应共同确定一名非谈判代表担任记录员，做好会议记录。每次会议结束时，由全体与会谈判代表在会议记录上签字确认。

44. Both bargaining units (committees) shall jointly pick a non-bargaining representative to act as a recorder of the meetings and take minutes. At the conclusion of each meeting, all bargaining representatives present shall sign the minutes for confirmation.

第四十五条 当双方就某一谈判事项达成一致意见之后，应就此事项草签协议条款。在一般情况下，双方不得再就同一事项进行谈判。

45. When the two parties reach an agreement on a specific bargaining item, both parties shall initial the terms of the agreement. Under general circumstances, the two parties shall not negotiate the same matter again.

第四十六条 当双方就谈判事项未能达成一致意见或谈判过程中出现事先未预料的情况时，可以中止谈判。

46. Should both parties fail to reach an agreement on the matters under discussion or something unexpected occurs during the negotiation, the bargaining may be suspended.

中止期限及下次谈判会议的时间、地点由双方商定。

The time of suspension as well as the time and place of the resumption shall be agreed by both parties.

第四十七条 在谈判过程中，除谈判出现僵局外，双方应维护正常的生产、工作秩序，不得有过激、歧视性行为，不得强迫对方接受自己的要求、条件；不得采取收买、欺骗对方谈判代表等不正当手段。

47. Throughout the bargaining process, except for periods of deadlock, both parties shall maintain the normal order of production and work at the workplace, and not resort to any extreme or intolerant actions, or compel the other party to accept its own demands or terms; neither party shall adopt underhand means such as bribing or deceiving their counterparts.

第四十八条 员工方谈判组（委员会）应及时向员工公布谈判进展情况。

48. The employee bargaining unit (committee) shall update the employees of developments in the negotiations in a timely manner.

第六节 集体谈判的事项

Section 6 Matters for Discussion during Collective Bargaining

第四十九条 劳资双方应根据具体情况，在谈判之前确定谈判事项。

49. Both parties shall determine the matters for discussion in accordance with specific conditions before the bargaining.

以下谈判事项为本守则建议的谈判事项：

The following matters for discussion are suggested by this Code:

（1）劳动报酬。包括：正常工作时间的工资标准；工资制度；年度平均工资水平及其调整幅度；工资支付办法；加班工资、奖金、津贴、补贴等的计算和支付制度；试用期及病、事假等期间的工资待遇；特殊情况下工资（生活费）支付办法；与工资直接相关的其他事项。

1) Labour remuneration, including: the wage rate of normal working hours; wage system; annual average wage and its adjustment range; payment terms; calculation and payment system of overtime pay, bonuses, allowances and subsidies; wages during probation, sick leave and personal leave; payment terms of wages (living expenses) under special circumstances; other matters directly related to wages.

（2）工作时间。包括：工时制度；加班办法；特殊工种的工作时间；劳动定额标准。

2) Working hours, including: the working hour system; overtime schedule; working hours for special types of work; production quotas.

（3）休息休假。包括：工间休息时间；周休息日安排、年休假办法；不能实行标准工时的员工的休息休假；其他假期。

3) Breaks and vacations, including: work breaks; weekly breaks, annual leave; breaks and vacations for employees who cannot work standard working hours; other vacations.

（4）职业健康和安全生产。包括：劳动条件和安全技术措施；安全操作规程；劳动保护用品发放标准；定期健康检查和职业健康体检。

4) Occupational health and safety, including: working conditions and technical safety measures; safety operation procedures; the distribution of protective equipment; regular health examinations and occupational health examinations.

（5）女职工和未成年工的特殊保护。包括：女职工和未成年工禁忌从事的工作岗位；女职工的经期、孕期、产期和哺乳期的工作安排和劳动保护；女职工、未成年工定期健康检查；未成年工的使用和登记制度。

5) Specific protection for women and juvenile workers, including: jobs prohibited for women workers and juvenile workers; work schedule and labour protection during periods of menstruation, pregnancy, confinement and breastfeeding for women workers; regular health examinations for women workers and juvenile workers; use of and registration system for juvenile workers.

(6) 职业技能培训。包括：职业技能培训项目规划及年度计划；职业技能培训费用的提取和使用；职业技能培训的具体实施方案。

6) Professional skills training, including: project planning and annual plans for professional skills training; collection and use of the fees for professional skills training; detailed implementation plans for professional skills training.

(7) 人力资源管理。包括：招聘计划、裁员制度与方案、绩效评估制度、晋升制度、劳动纪律与奖惩制度、劳动争议处理制度与程序、解除劳动合同的经济补偿金标准。

7) Human resources management, including: recruitment plans, the system and strategy for staff layoffs, performance evaluation system, promotion system, discipline, reward and punishment systems, labour dispute settlement system and procedures, compensation for the termination of labour contract.

(8) 福利待遇。包括：住宿条件、食堂条件、通勤班车、补充社会保险、家属福利。

8) Benefits, including: accommodation, canteen conditions, shuttle buses, supplemental social insurance, welfare benefits.

第七节 集体协议草案的审核与集体协议的生效

Section 7 Review of the Draft Collective Agreement and Implementation of the Collective Agreement

第五十条 当双方就所有谈判事项达成一致意见后，由资方照草签协议条款制作集体协议草案文本。

50. When both parties agree on all matters discussed, the employer shall work out a draft of the collective agreement based on the initialled terms.

第五十一条 员工方谈判组（委员会）应将集体协议草案提交员工大会或者员工代表大会讨论审议。

51. The employee bargaining unit (committee) shall submit the draft collective agreement to the employees' assembly or congress for discussion and review.

第五十二条 员工大会或者员工代表大会应当有三分之二以上员工或者员工代表出席，草案须经与会者半数以上同意通过。

52. The employees' assembly or congress shall be attended by over two thirds of the employees or their representatives. The draft shall be approved by a majority of all votes cast.

第五十三条 在集体协议草案经员工大会或者员工代表大会讨论审议通过后，由资方制作集体协议文本。

53. After the draft collective agreement is approved by the employees' assembly or congress, the employer shall produce the collective agreement.

第五十四条 集体协议文本经双方首席代表签字盖章后生效，亦可按照集体协议规定的日期生效。

54. The collective agreement may come into effect either upon the signature and seal of the chief representatives of both parties, or on the date as agreed in the collective agreement.

第五十五条 签署后的集体协议应及时向工厂（公司）全体员工公布。

55. The signed collective agreement shall be distributed to all employees of the factory (company) without delay.

第五十六条 在集体协议生效后，双方应派代表组成监督小组，监督协议条款的履行。员工方参加监督小组的代表应由员工推举产生。

56. After the collective agreement goes into effect, both parties shall assign representatives to a supervision team (teams) to monitor the implementation of the terms of the agreement. The employee's representatives in the supervision team shall be elected by the employees.

第五十七条 劳资双方就履行集体协议发生争议，应依循《中华人民共和国劳动法》第八十四条规定的程序处理。

57. Should any conflict occur during the implementation of the collective agreement, such conflict shall be dealt with in accordance with the procedure stipulated in Article 84 of the *Labour Law of the People's Republic of China*.

第八节 集体谈判僵局的解决

Section 8 Settlement of Deadlock in Collective Bargaining

第五十八条 集体谈判出现僵局时，双方谈判代表应恪守诚意谈判原则，努力通过相互让步与妥协，打破僵局，重开谈判。

58. Should deadlock occur during collective bargaining, the bargaining representatives of both parties shall endeavour to break the deadlock through concession and compromise.

第五十九条 当双方无法通过让步与妥协打破僵局时，可以共同约定聘请第三方介入调解。

59. Should both parties fail to break the deadlock through concession and compromise, they may jointly hire a mutually acceptable third party to act as a mediator.

第三方可以是工厂（公司）所在地的政府部门、律师事务所、非政府组织或者独立的第三人。

This third party may be a local government department, law firm, non-governmental organization or independent party from the region where the factory (company) is located.

在自愿的基础上，双方应服从共同约定聘请的第三方提出的调解意见。

On a voluntary basis, both parties shall comply with the mediation advice given by the third party jointly hired by both parties.

调解费用由双方按相同比例负担。

The mediation fees shall be borne equally by both parties.

第六十条 当双方未能通过调解解决谈判僵局时，可以共同约定聘请第三方介入仲裁。

60. Should both parties fail to settle the deadlock through mediation, they may jointly hire a mutually acceptable third party to act as an arbitrator.

第三方可以是工厂（公司）所在地的政府部门、律师事务所、非政府组织或者独立的第三人。

This third party may be a local government department, law firm, non-governmental organization or independent party from the region where the factory (company) is located.

第三方的仲裁为终局仲裁，双方必须服从仲裁裁决。

The arbitration decision made by the third party shall be final and binding on both parties.

仲裁费用由双方按相同比例负担。

The arbitration fees shall be borne equally by both parties.

第六十一条 当双方任何一方拒绝通过第三方介入的方式解决僵局时，对方可以采取罢工、怠工/关厂的方式促成打破僵局。

61. Should one party refuse or block attempts by the third party to break the deadlock, the other party may resort to strikes, go-slows/lockouts to break the deadlock.

各方应在采取罢工、怠工/关厂方式之日前两日，书面通知对方。

One party shall notify the other party in writing two days before it resorts to strikes, go-slows/lockouts.

第六十二条 在集体谈判尚未出现僵局，或者僵局出现后双方愿意通过第三方介入的方式解决僵局时，任何一方不得采取罢工、怠工/关厂等行动。

62. Neither party shall resort to strikes, go-slows/lockouts during the normal course of negotiations or when both parties agree to third party intervention to settle the deadlock.

第六十三条 资方不得对出现谈判僵局时组织和参与罢工、怠工的员工方谈判代表和员工予以任何处罚。

63. The employer shall not punish the employee bargaining representatives or those employees who organize or participate in any strike or go-slow during a period of bargaining deadlock.

员工在出现谈判僵局时的罢工、怠工中，不得损坏资方的物业、生产设备和其它资产。

Employees shall not damage the employer's property, manufacturing equipment or other assets during strikes or go-slows that occur during a period of deadlock.

双方在出现谈判僵局时，均不得威胁和影响任何人的人身安全。

Neither party shall threaten or impact upon anyone's personal safety during periods of bargaining deadlock.

第六十四条 当一方在对方罢工、怠工/关厂的压力下，同意通过第三方介入的方式解决僵局时，此类行动应即时终止。

64. Once a party agrees under pressure from the other party's strike, go-slow/lockout to third party intervention to settle the deadlock, such action shall be ended immediately.

对罢工、怠工/关厂造成的损失，由拒绝通过第三方介入的方式解决僵局的一方承担。

The damages arising from the strike, go-slow/lockout shall be covered the party that initially refused third party intervention in the settlement of the deadlock.

第九节 附则

Section 9 Supplementary Provisions

第六十五条 劳资双方将依据诚意谈判的原则，按照本守则的条款进行集体谈判，并根据实际情况，对条款进行修订，使之不断完善。

65. Both parties shall conduct collective bargaining based on the terms of this Code in the principle of good faith bargaining, and continuously revise the terms for improvement in accordance with the actual situation.