

英文劳动合同新整理版

合同编号: labor contract

no. 乙方(劳动者)姓名: 性别: 民族: 文化程度:

party b (laborer) name: gender:

nationality: education degree:

户籍所在地: 省 县 乡(镇) 村 组

hukou: _____ (provision) _____ (county) _____ township
(town) _____ village _____ group

乙方身份证号码: □□□□□□□□□□□□□□□□□□

id no. of party b: □□□□□□□□□□□□□□□□

□□□□

乙方通讯地址:

correspondence address of party b:

为确立双方的劳动关系,明确双方的权利和义务,甲乙双方根据《劳动法》、《劳动合同法》等法律、法规、规章的规定,经双方平等协商,自愿同意签订本劳动合同,并共同遵守本合同所列条款:

to establish the labor relationship between the parties and clarify the rights and obligations of the parties, party a and party b hereby enter into the labor contract pursuant to the rules of the law, regulatory rules and rules and regulations of the labor law and the labor contract law through the equal and voluntariness consultations with the following terms and conditions for the parties to mutually abide by:

一、合同期限

i. contract term

1、本合同为固定期限劳动合同,合同期限为 年(自 200 年 月 日起至 20 年 月 日止),其中试用期为 个月(自 年 月 日起至 年 月 日止)。

the contract is the fixed-term labor contract, with the contract term of _____ (years) from (mm dd 200__ to mm dd 20__), herein the probation of the _____ months (from mm dd yy to mm dd yy).

2、合同期间乙方如参加培训,培训协议约定的工作(服务)期限超过本合同期限的,合同期限变更至培训协议约定的工作(服务)年限满止。

2. during the contract term, if the party b participates the training, and the bonded term of work (service) stipulated under the training agreement are over the contract term, the contract term is extended to the maturity of the agreed work (service) term under the training agreement.

二、工作内容和工作地点

ii. job descriptions and working place

1、乙方同意按甲方工作需要，从事 岗位(工种)工作，乙方应保质保量完成该岗位所承担的各项工作内容。乙方的工作地点在海盐县境内，

1. party b agrees to engage in _____ (post, work posts) according to needs of the party a. party b shall guarantee to finish the various working contents of the posts with quality and quantity. the location of party b is within the territory of the hanyan county.

2、甲方可以根据生产和工作需要及乙方的身体状况、工作能力和表现升降乙方的职务，调整乙方的工作岗位或地点，乙方愿意服从甲方的安排。

party a may promote or demote the posts of party b and adjust the working post or location of party b according to production and working needs and the physical condition and working capacity and performance of party b and party b is willing to accept the arrangement of party a.

二、工作时间和休假

iii. working hours and leaves

1、经甲、乙双方协商确认按下列第 条款执行工时制度。

after the mutual consultations of the parties, the working hour system shall be subject to the no. _____ of the following:

a、执行标准工时制度。

perform the standard work hour system.

b、根据本行业的生产经营特点，并经劳动保障部门批准执行综合计算工时制度。

according to the manufacturing and operation feature of the industry, perform the comprehensive working hour system after approval of the labor security department.

2、乙方依法享受国家规定的法定节假日。

party b is entitled to have the legal holidays stipulated by the country.

四、劳动报酬

iv labor remuneration

1、乙方提供正常劳动，甲方确保支付乙方基本工资不低于 元/月；

party b provides the normal work and party a ensures that the basic salary paid to party b shall not be lower than rmb _____yuan/month.

2、执行定额计件工资制的，按多劳多得原则计算工资。加班加点按规定支付乙方加班工资。

regarding those who exercise the piece wage, their wage shall be based on the principle of "more pay for more work". overtime work of party b shall be paid according to the rule.

3、如执行点率(考核)或年薪工资制，按绩效考核结果计算工资。

if the point (review) or the annual pay salary system is performed, the salary shall be calculated according to the result of the performance appraisal.

4、乙方在试用期间的工资为 元/月。

the salary of party b during probation is rmb _____yuan/m.

5、甲方根据实际经营状况、内部规章制度、对乙方的考核结果，以及乙方的工作年限、奖惩记录、岗位变化等，调整乙方的工资水平，但不得低于国家规定的最低工资标准。

party a may adjust the salary level of party b according to the operation condition, internal rules system, appraisal result, work tenure, punishment and rewards records and change of the post of party b etc. but it shall not be lower than the salary standards stipulated by the country.

6、甲方以货币形式按月支付乙方工资。

party a shall pay the salary of party b by month in currency.

五、劳动纪律

v labor discipline

1、乙方对甲方依法制定的规章制度已经熟知，并严格遵照执行。

party b has been aware of the rules and regulations of party b stipulated according to the law and abide by it strictly.

2、乙方应遵守职业道德，不得损害甲方利益。party b shall abide by the professional ethics which shall not injure the interests of party a.

六、社会保险和福利待遇

vi social insurance and welfare

1、甲方按国家和地方政策规定为乙方办理社会保险有关手续，并承担相应的义务。

party a shall deal with the relevant formalities of social security for party b according to the country and local policies and take up the relevant liabilities.

2、乙方的福利待遇按国家及甲方的规定执行。the welfare of party b shall be subject to the rules of the country and party a.

七、劳动保护、劳动条件和职业危害防治

vii labor protection, labor condition and occupational harm prevention and cure 1、甲方根据生产岗位的需要，按照国家有关劳动安全、卫生的规定为乙方配备必要的安全防护措施，发放必要的劳保用品。

party a shall equip party b with the necessary safety protection measures and issue the necessary labor protection articles according to the needs of the post and the rules of the labor safety and hygiene.

2、乙方在劳动过程中应当严格遵守安全操作规程，严禁违章作业，防止劳动过程中的事故，减少职业危害，并应自觉爱护甲方的工具等财产。

during the labor process, party b shall abide by the safety operation procedure to prevent the accidents during the labor process, decrease the occupational harm and consciously protect the assets such as the tools of the party a. it is strictly forbidden to make the operation by violating the rules.

3、甲方应当建立、健全职业病防治责任制度，加强对职业病防治的管理，提高职业病防治水平。party a shall set up and optimize the occupational disease cure responsibility system, enforce the management over the occupational disease and promote the cure level of the occupational disease.

八、教育与培训

viii. education and training

甲方应当依据国家有关职业教育与就业准入的有关规定以及本单位的实际情况，为乙方提供职业教育和技能培训。乙方参加培训应按规定与甲方另行签订培训协议。

party a shall provide party b with the occupational education and skill training according to the actual condition of the company and relevant rules of the country on the occupational education and post permit. party b shall enter into the training agreement with party a additionally for the training taken.

九、劳动合同的解除、变更、终止

ix. revocation, modification and termination of the labor contract

1、甲乙双方解除、变更、终止、续订劳动合同应当依照《劳动合同法》和国家及省、市等有关规定执行。

if the parties revoke, modify, terminate and extent the labor contract, they shall perform them according to the relevant rules of the labor contract law and the country, province and city etc.

3、经甲乙双方协商一致，可变更合同相关内容，变更劳动合同，应当采用书面形式。

after the mutual consultations of the parties, the contract may be modified in writing.

4、乙方符合《劳动合同法》第三十九条情形之一者，甲方有权解除劳动合同。

if party b has one of the circumstances under article 39 of the labor contract, party a is entitled to revoke the labor contract.

5、乙方要求解除劳动合同，应当提前三十日(试用期内提前三日、专业人员提前六个月)以书面形式通知甲方，可以解除劳动合同。

if party b requires to revoke the labor contract, they shall inform party a in writing with thirty (30) day pre-notice (the person under probation needs a pre-notice of three(3) days and the professional people with the pre-notice of six months).

6、甲方应在解除或者终止劳动合同时，为乙方出具解除或者终止劳动合同的证明，并在15日内为劳动者办理相关手续。乙方应在甲方出具解除或者终止劳动合同的证明后10日内办理工作移交，如涉及经济补偿的按国家有关规定在办结工作交接时支付。

upon the revocation or termination of the labor contract, party a shall issue the certification for revocation or termination of the labor contract to party b and deal with the relevant formalities for

the laborer within fifteen (15) days. party b shall make the work handover within ten (10) days after issuance by party a of the certificate of revocation or termination of the labor contract. regarding any economic compensation, they shall be paid upon the handover of the work according to the rules of the country.

十、违反劳动合同的责任

x. responsibilities for violating the labor contract

1、本合同一经签订，甲乙双方应严格执行。任何一方违反规定解除劳动合同的，应当向对方赔偿因违约造成的经济损失。once the contract is entered into, the parties shall strictly perform it. regarding any party who violate the labor contract and raise the revocation, they shall compensate the other party for the economic losses arisen.

6、乙方违约解除合同，在合同期间（含转岗）由甲方出资进行职业技术或提升培训的，按培训协议约定向甲方支付违约金；若无培训协议，按国家有关规定执行。

regarding party b who violates the contract to revokes the contract, during the contract term (including the post transfer), if party a invests in party b' s occupational technology or development training, party b shall pay the party b with the penalty according to the agreement. if there is no training agreement, it shall be subject to the relevant rules of the country.

3、乙方因违章作业或失职行为给甲方造成损失的，甲方有权追究乙方赔偿责任，并按违纪行为给予处理。if party b causes losses to party a due to the operation violating the rule or negligence behavior, party a is entitled to recourse party b with the compensation responsibilities and punish the violating behaviors.

十一、劳动争议处理及其它

xi . labor disputes settlement and miscellaneous

1、甲乙双方在本合同履行中发生劳动争议，应协商解决或由本单位工会组织调解解决；

也可以向所在镇劳动争议协调委员会申请调解，调解不成或不愿调解的，可向海盐县劳动争议仲裁委员会申请仲裁，对仲裁裁决不服的，可以向海盐县人民法院起诉。

regarding the labor disputes arisen of the parties during the performance of the contract, they shall be solved through consultations or intervened by the trade union of the unit or applied for the medication from the labor dispute coordination committee in the town. regarding those who fail to reach the agreement or are not willing to be intermediated, they may file the arbitration from the

labor dispute arbitration committee from hanyan country. regarding those who don' t agree with the arbitration, they may file the law suite from the people' s court.

7、 乙方不得泄露甲方的商业和技术秘密，不得利用甲方的技术或财物与他人研制产品。

party b shall not disclose the commercial and technology secrets of party b and shall not take advantage of party a' s technology or assets to develop the products with others.

3 乙方承诺本合同乙方通讯地址为甲方向乙方寄送邮件信函的地址，甲方按该地址寄送的邮件信函如无法送达被退回即视为该邮件已送达乙方。

party b promises his correspondence address of the contract shall be the address that party a sends the letters or mails to party b. if any letters or mails are not returned or undeliverable after party a sends them, it is deemed that they have arrived at party b.

8、 本合同依法订立即具有法律效力，双方必须严格履行。本合同未尽事宜或与今后国家、省有关规定相悖的，按有关规定执行。

the contract has the law force immediately after being executed and the parties shall perform it strictly accordingly. regarding the unsettled matters of the contract or anything contradicted with the rules of the country or the province in future, they shall be subject to the relevant rules.

5、 本合同经甲、乙双方签字或盖章后生效，并一式二份。甲、乙双方各执一份。

the contract will come into force after signature or seal of the parties and be made in duplicate with each party holding one copy.

甲方（单位盖章） 乙方签字：

party a(seal of the unit) signature of party b:

法定代表人

signature of the legal representative

（或委托代理人） 签字：

(or agent)

合同订立日期：200 年 月 日 date: mm dd 200