

## 招聘广告样本

### 公司

[公司简介]

我们正寻找一位既能自我鞭策、又具备团队合作精神的合适人选担任以下职位：

## 信息技术经理

### 职责

- 管理公司内部的信息技术活动，而支持所有分公司的信息技术开发
- 领导而激励信息技术团队，而领导亚太区内的其它作业
- 监督而维护 AS/400 系统及亚太区内分公司的项目开发
- 对办公系统和运作进行评估而提出改进建议
- 与信息技术主管一起负责所有的 MIS 功能及指派的其它新项目
- 贯彻数据处理和支持系统整合的政策和规程
- 开发而管理信息技术预算以及外部的合作伙伴及供应商的服务

### 要求

- 电脑科学学位或文凭或同等学历，六年以上相关工作经验，三年项目管理经验
- 精通 AS/400 系统，MRP系统及电脑局域网
- 具有 Windows, MS Exchange, LAN/WAN, Oracles 的使用经验，最好具备网站管理经验
- 最好在支持与设立 MS Win Advanced server, MS IIS, Clustered Servers, MS Exchange Server, DNS, WINS, Firewall, Router 及 Switch方面具有成熟的经验
- 具有使用 ERP 软件的经验，如：SAP, Oracle, JDEdward, BPCS, MAPIC,

WORKFLOW 等

- 具有使用商业应用软件的经验，最好在制造业环境中工作
- 极佳的中英文书写及口头表达能力
- 需要经常出差

请以信件或电子邮件的方式将详细个人简历（注明现有的和期望得到的薪酬）寄至下列地址：

人力资源部经理

[公司名称]

[公司地址]

[传真号码]

[电子邮件地址]

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## **Position Vacant Advertisement Script**

### **The Company**

[Company Introduction]

We are seeking a self-motivated team player for the following position:

## **IT Manager**

### **Responsibilities**

- Manage the IT activities in the company and support the development of IT systems in all subsidiaries
- Lead and motivate the IT teams and other operations in the Asia Pacific region
- Monitor and maintain the AS/400 system and project development among subsidiaries in the Asia Pacific region
- Evaluate and make recommendations to enhance office systems and operations
- Work with the IT Director for all MIS functions and any assignments of new projects
- Implement policies and procedures for data processing, support systems integration
- Develop and manage IT budgets and the services of outside partners and vendors

### **Requirements**

- Diploma/Degree in Computer Science or equivalent, with at least six years of relevant working experience and three years in project management
- Good knowledge in AS/400 system, MRP System and PC LAN
- Experience with Windows, MS Exchange, LAN/WAN, Oracles and exposure to website administration preferred
- Hands-on experience in supporting and setting up MS Win Advanced server, MS IIS, Clustered Servers, MS Exchange Server, DNS, WINS, Firewall, Router and Switch is preferred
- Experience in implementing ERP Package such as SAP, Oracle, JDEdward, BPCS, MAPIC, WORKFLOW etc
- Experience in business applications, preferably in a manufacturing environment
- Good command of written and spoken English and Mandarin
- Frequent travelling is required

Please send a detailed resume indicating current and expected salaries by either writing or e-mail to:

The Human Resource Manager

[Company Name]

[Company Address]

[Fax Number]

[E-mail Address]

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# 培训活动评估表

您提供的反馈将协助我们评估您所参加的课程的价值和有效性，协助我们为员工提供组织更好、质量更高的培训。请适当地勾选或填写您的意见：

课程题目： \_\_\_\_\_

培训者姓名： \_\_\_\_\_ 培训日期： \_\_\_\_\_

## 1. 培训内容

### a. 达到其目标

完全没有

中等

完全达到

### b. 水平

太简单

刚好

太难

### c. 涵盖课题

太少

刚好

太多

### d. 与工作的相关性

无关

与部分有关

有关

### e. 意见

i. 您认为这个培训最有帮助的方面是什么？

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ii. 您认为这个培训最没有帮助的方面是什么？

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2. 培训设计与方法

a. 长度

太短

刚好

太长

b. 速度

太慢

刚好

太快

c. 培训方法 ( 如 : 讲课、角色扮演、练习、小组讨论等 )

无效

有效

非常有效

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d. 培训设备 (如: 投影仪、白板等)

无效

有效

非常有效

e. 资料 (讲义等)

太缺乏

刚好

太详细

3. 培训管理

a. 计划与组织

差

一般

好

很好

b. 授课场所 (座位、声音等)

差

一般

好

很好

4. 培训者的能力

a. 课题方面的知识

差

一般

好

很好

b. 组织与准备

差

一般

好

很好

c. 传授方式

差

一般

好

很好

d. 与受训者的交流

差

一般

好

很好

e. 学习气氛的建立

差

一般

好

很好

f. 其他意见

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4. 总体评估

a. 您对本次培训的总体评估如何：

差                      一般                      好                      很好

b. 您是否建议将来派其他员工参加这个培训？

是                      否

----- 谢谢 -----

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2. **PROGRAMME DESIGN & METHODOLOGY**

a. **Length**

Too Short

Just Right

Too Long

b. **Pace**

Too Slow

Just Right

Too Fast

c. **Training Methods (ie, lectures, role play, exercises, group discussions etc.)**

Not Effective

Effective

Very Effective

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**d. Training Aids (ie, overhead projector, whiteboard etc.)**

Not Effective                                      Effective                                      Very Effective

**e. Literature (handouts, etc)**

Too Skimpy                                      Just Right                                      Too Detailed

**3. PROGRAMME ADMINISTRATION**

**a. Planning & Organisation**

Poor                                      Average                                      Good                                      Very Good

**b. Teaching Accommodation (Seating, Acoustics, etc.)**

Poor                                      Average                                      Good                                      Very Good

**4. EFFECTIVENESS OF TRAINER**

**a. Subject Knowledge**

Poor                                      Average                                      Good                                      Very Good

**b. Organisation & Preparation**

Poor                                      Average                                      Good                                      Very Good

**c. Delivery Style**

Poor                                      Average                                      Good                                      Very Good

**d. Responsiveness to Trainees**

Poor                                      Average                                      Good                                      Very Good

**e. Creating a Learning Climate**

Poor                                      Average                                      Good                                      Very Good

**f. Any Other Comments**

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**4. OVERALL ASSESSMENT**

**a. What is your overall assessment of the programme?**

Poor

Average

Good

Very Good

**b. Would you recommend sending any of our employees to this programme in the future?**

Yes

No

----- Thank you -----

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## 压力审查表

审查标准	评价
<p>1. 是否有评估程序来确定涉及下列项目的危险程度：</p> <ul style="list-style-type: none"> <li>• 工作量</li> <li>• 工作时间</li> <li>• 工作习惯</li> <li>• 工作中会给员工个人带来压力的其它状况？</li> </ul>	
<p>2. 是否提供了足够的健康监督：</p> <ul style="list-style-type: none"> <li>• 对一般的员工</li> <li>• 对工作于容易受感染、容易受伤害和会产生压力的工作环境中的特定员工(曾经受到因压力而引起的伤害)？</li> </ul>	
<p>3. 是否为员工提供了有关以下方面的适当的健康建议：</p> <ul style="list-style-type: none"> <li>• 压力的原因</li> <li>• 避免或减轻压力的方法？</li> </ul>	
<p>4. 是否从健康与安全的角度考虑到他们的能力：</p> <ul style="list-style-type: none"> <li>• 一般员工？</li> <li>• 特定的员工？</li> </ul>	
<p>5. 选举出的员工或安全代表是否对下列员工的工作场所习惯、工作量及其它问题提供意见：</p> <ul style="list-style-type: none"> <li>• 一般员工</li> <li>• 特定的员工</li> <li>• 更容易受感染、容易受伤害的员工？</li> </ul>	
<p>6. 是否建立了适当可行的措施以预防产生压力的原因和(或)减轻压力的影响，包括对病假和事假记录的回顾：</p> <ul style="list-style-type: none"> <li>• 事假的原因及休假的时间长短</li> <li>• 是否有任何工作或工作习惯或其它工作事项可能是压力的原因</li> <li>• 对于特定级别或工种的员工，是否可以建立某种模</li> </ul>	

式？	
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审查标准	评价
<p>7. 要合理、可行的情况下，是否实施了如下措施：</p> <ul style="list-style-type: none"> <li>• 建议</li> <li>• 减少工作量</li> <li>• 改变工作模式</li> <li>• 对工作环境进行其它适当改变</li> <li>• 调动到其它岗位？</li> </ul>	
<p>8. 以下因素是否确定：</p> <ul style="list-style-type: none"> <li>• 没有违背健康与安全的责任</li> <li>• 采取了合理、可行的措施</li> <li>• 继续聘用是否进一步对员工的健康造成伤害的危险？</li> <li>• 终止聘用是适当的吗？</li> </ul>	
<p>9. 是否针对可能引起压力的原因以及压力是否与工作相关等问题对员工提出建议？在适用的情况下，就员工的心理健康状况及继续聘用可能对员工的心理健康带来的危险等问题是否得到医学专业人士的意见？</p>	

## Stress Audit Form

Audit Criteria	Compliance
<p>1. Has an assessment been carried out to determine the degree of risk in relation to:</p> <ul style="list-style-type: none"> <li>• the workload</li> <li>• hours of work</li> <li>• working practices</li> <li>• any other aspect of work which might be considered stressful to the individual employee?</li> </ul>	
<p>2. Has appropriate health surveillance been provided:</p> <ul style="list-style-type: none"> <li>• to employees generally</li> <li>• to the particular employee who might be more susceptible or vulnerable to stressful working conditions (having previously suffered stress-related injuries)?</li> </ul>	
<p>3. Have employees been given appropriate health advice on:</p> <ul style="list-style-type: none"> <li>• the causes of stress</li> <li>• the means of avoiding or alleviating the effects of stress?</li> </ul>	
<p>4. Have the capabilities, from a health and safety point of view, been taken into account?</p> <ul style="list-style-type: none"> <li>• of employees generally</li> <li>• of the particular employees?</li> </ul>	
<p>5. Have elected employees or safety representatives, as appropriate, been consulted on workplace practices, workload and other matters which might affect:</p> <ul style="list-style-type: none"> <li>• employees generally</li> <li>• the particular employee</li> <li>• more susceptible or vulnerable employees?</li> </ul>	
<p>6. Have reasonably practicable measures been taken to guard against the causes of stress and/or to alleviate the effects of it, including a review of sickness and absence records to establish:</p> <ul style="list-style-type: none"> <li>• the reasons for and duration of periods of absence</li> <li>• whether any particular type of work or working practice or other work event is the likely cause</li> <li>• whether any pattern can be established amongst any particular class or category of employee?</li> </ul>	

Audit Criteria	Compliance
<p>7. Where reasonably practicable have the following measures been taken:</p> <ul style="list-style-type: none"> <li>• counselling</li> <li>• reducing the workload</li> <li>• altering working patterns</li> <li>• making other appropriate changes to the working environment</li> <li>• transferring to other duties?</li> </ul>	
<p>8. Has it been established that:</p> <ul style="list-style-type: none"> <li>• there is no breach of health and safety obligation</li> <li>• all reasonably practicable measures have been taken</li> <li>• there is a risk that continued employment will further damage the employee's health</li> <li>• termination of employment is appropriate?</li> </ul>	
<p>9. Has the employee been consulted to determine the likely cause of stress and whether or not it is work-related and, where appropriate, has medical advice been obtained on the state of the employee's mental health and likely risk posed to it by continued employment?</p>	

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# 年度加薪通知

日期

姓名

部门

尊敬的 \_\_\_\_\_

## 主题：年度加薪通知

我们高兴地宣布管理层已经决定根据通货膨胀率、公司的生产效率以及您个人的绩效来评估 [ ] 年的年度加薪。

结果，您从 \_\_\_\_\_ 生效的基本工资被调整为每月 \_\_\_\_\_。

全部的年度加薪使公司月度工资成本总体上升了 \_\_\_\_\_%。\_\_\_\_\_ 行业在去年面临非常的激烈的竞争，预计今年竞争会进一步加剧。公司为了保持其竞争力，必须拥有更高的生产效率和更好的服务质量来适应成本的增加。

您已往的努力与贡献协助公司达到了现有的业务运作水平。显而易见，为了保持公司的竞争力，我们需要更加努力。公司强烈希望您能够不懈努力，通过自动学习新技能和承担更多的工作来提高公司的服务质量和生产效率。

公司希望能在未来艰苦的环境中，在保持公司竞争力的工作中得到您继续的支持与合作。

敬上

管理人员姓名

职位

# Annual Wage Increment Letter

Date

Name

Department

Dear .....

**Re : Annual Wage Increment Letter**

We are pleased to announce that the Management has decided to review the annual wage increase for [year] according to inflation rate, company productivity as well as your individual performance.

As a result, your basic salary with effect from \_\_\_\_\_ has been revised to \_\_\_\_\_ per month.

The overall impact on the Company is a massive increase of \_\_\_% in the monthly payroll cost. The \_\_\_\_\_ industry has faced very keen competition in the last year and is expecting stiffer competition in the current year. For our Company to maintain its competitiveness, this increase in cost must ultimately be matched with higher productivity and higher service quality.

Your past efforts and contributions have helped to maintain our present level of business operations. Clearly, to keep up with the competition, more has to be done. You are therefore strongly urged to be relentless in efforts to improve on our service quality and productivity, through pro-actively learning new skills and accepting job enlargement.

The Management certainly look forward to your continued support and co-operation in maintaining our competitive edge in the difficult time ahead.

Yours sincerely

Name of Officer

Designation

## 关于年假的政策样本

- 员工在被确认成为正式雇员后即有资格享受有薪年假如下：

服务年限	资格

- 一旦员工被确认成为正式雇员而获得假期后即可使用年假。
- 员工不得提前使用年假。
- 员工可以将当年未使用完的年假结转至接下来的第一年，但不能结转至第二年。
- 请假必须使用《假期申请表》提出书面申请。主管必须将审批意见写明在表格中。
- 在发生紧急事件，不能提前请假的情况时，员工必须在开始工作的一小时内用电话通知直接主管而说明原因和请假的期限。直接主管有权独立决定是否批准紧急假期。如果紧急假期获得批准，员工返回工作岗位后必须立即补填而呈交《假期申请表》。
- 当员工在年假期间生病而拥有注册医生的证明，已申请的年假仍然不能被病假取代。
- 当员工辞职或被终止聘用，不能使用年假作为通知期。然而，公司有权决定在紧急状况下破格批准。任何获得的年假将在员工离职时以工资的形式补偿给员工。
- 如果有剩余的年假未使用，员工不能申请事假。

## Sample Policy Statements on Annual Leave

- Employees who are confirmed shall be eligible to paid annual leave as follows:

Years of Service	Entitlement

- Such leave may be consumed once the employee has been confirmed and the leave earned.
- Employees are not allowed to apply for advance leave.
- Employees are allowed to carry forward only one year's leave balance to the next. Any leave accumulated in excess will be forfeited.
- All applications for leave must be submitted in writing using the Leave Application Form. The superior must indicate his/her approval on the form.
- In the event of an urgent matter such that the leave cannot be applied in advance, the employee must inform his/her immediate superior by phone no later than one hour after the start of work indicating reasons and expected period of absence. Approval of the urgent leave will be solely at the discretion of the immediate superior. If the urgent leave has been approved, a Leave Application Form must than be submitted immediately when the employee returns to work.
- When an employee is sick while on annual leave and has obtained a medical certificate (MC) from a registered doctor, the annual leave applied will be not replaced by the sick leave.
- When an employee resigns or is terminated from service, he/she may not apply for leave during his/her period of notice. However, an exceptional approval may be obtained based on exigencies and at the discretion of the company. Any balance of the earned annual leave will be paid as salary to the employee on the last of work.
- No personal leave is allowed if there is any balance of annual leave.

# 劳动合同书

甲方(用人单位):

地址:

乙方(劳动者):

身份证号:

地址:

签订日期\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

根据《中华人民共和国劳动法》，及有关的劳动法律、法规、行政规章和本单位依法制定的规章制度，甲乙双方本着平等、自愿、协商的原则，一致同意签订本劳动合同书（以下简称合同）。双方共同信守本合同所列各条款，而确认本合同为双方解决争议时的依据。

## 一、合同类别及期限

1. 本合同为无固定期限，有效期从\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起。

\* 本合同有效期从\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日止。如合同期限届满前一个月双方没有对劳动关系达成新的协议或续签协议，则双方劳动关系终止。

2. 其中前\_\_\_\_\_个月为试用期。

## 二、工作内容

1. 甲方聘用乙方从事\_\_\_\_\_工作，在该工作范围内乙方应服从生产（工作）需要、服从甲方的正常工作调动；
2. 乙方应按岗位职责和规范要求，按时完成生产（工作）任务；
3. 甲方实行每周工作时间平均不超过四十小时的工时制度。若因生产经营需要延长工作时间，必须按《劳动法》规定执行。

## 三、劳动保护和劳动条件

1. 甲方应根据国家规定为乙方提供良好的工作环境和劳动保护设施，建立劳动安全卫生制度且严格执行；
2. 甲方应根据乙方所从事的工作提供必要的劳动防护用品，对从事有职业危害作业的劳动者应当定期进行健康检查；
3. 甲方有对乙方进行劳动安全卫生教育和从事特种作业者进行专门培训的义务。

#### 四、劳动报酬和保险福利待遇

1. 乙方的月工资为\_\_\_\_\_元（不含国家规定的各类补贴），乙方今后的工资增涨按甲方有关规定执行；
2. 甲方发薪日期为每月\_\_\_\_\_日。甲方应当以银行转账形式按月支付给乙方；
3. 乙方在合同期内的养老保险、失业保险、医疗保险、住房公积金等由甲方按国家规定执行；
4. 乙方因病或非因工负伤期间待遇按劳动法律规章及相关规定执行；
5. 乙方在合同期内享有国家和甲方规定的各种补贴、福利待遇等；
6. 乙方在合同期内的各种节日、婚丧假、计划生育、探亲、公休假等均按国家和甲方有关规定执行。

#### 五、劳动纪律

1. 乙方必须遵守国家的法律、法规、规章，以及甲方制定的各项规章制度；
2. 甲方有权按国家和本单位的的规定对乙方进行管理和奖惩；
3. 乙方同意遵守公司和所任职部门统一适用的规章制度。

#### 六、绩效评估

乙方同意按照公司统一的绩效考核方式进行考核。并同意以考核结果作为是否胜任工作的标准。

#### 七、合同的终止和解除条件

- (一) 终止：劳动合同期满或者约定的终止条件出现，劳动合同即行终止。
- (二) 乙方有下列情形之一的，甲方可以解除劳动合同且不承担任何赔偿义务：
  1. 在试用期间被证明不符合录用条件的；

2. 严重违反劳动纪律或者甲方规章制度的；
3. 严重失职、营私舞弊，对甲方利益造成重大损害的；
4. 被依法追究刑事责任或劳动教养的。

\* 第七条第二款第二项所指“严重违反”包括但不限于下列情形：对同事使用暴力；旷工；故意损害公司财产和利益；累计因违纪被书面处分两次以上。

(三) 符合下列情况之一的，甲方可以解除劳动合同，但应提前三十日以书面形式通知乙方，且按乙方在甲方工作年限支付补偿费（每满一年发给一个月劳动报酬的经济补偿费，但最多不超过十二个月）：

1. 乙方患病或者非因工负伤，医疗期满后不能从事原工作，也不能从事由甲方另行安排的适当工作的；
2. 乙方不能胜任工作，经过培训或者调解工作岗位，仍不能胜任工作的；
3. 合同订立时所依据的客观情况发生重大变化，致使原合同无法履行，经双方协商不能就变更合同达成协议的。

(四) 有下列情形之一的，乙方可以通知甲方解除合同

1. 在试用期内的；
2. 甲方以暴力、威胁或者非法限制人身自由的手段强迫劳动；
3. 甲方未按照合同约定支付劳动报酬或者提供劳动条件的；

乙方在上述情况之外解除合同，需要提前30天通知甲方。如未提前通知而擅自解除合同的，应赔偿甲方支由此造成的全部损失。

(五) 合同期内经当事人协商一致，劳动合同可以解除。

(六) 乙方有下列情形之一的，甲方不得解除劳动合同：

1. 患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；
2. 患病或者负伤，在规定的医疗期内的；
3. 女职工在孕期、产期、哺乳期内的；
4. 法律、法规规定的其他情形。

## 八、保密和竞业禁止

乙方遵守甲方合同附件中关于保密和竞业禁止的协议。

## 九、违约责任

1. 合同期间，双方任何一方违反本合同给对方造成经济损失的，应根据其后果和责任大小、予以赔偿；
2. 合同期间，乙方接受过甲方出资培训的，因乙方个人原因未到服务期而解除劳动合同的，需按甲方的有关规定给甲方经济补偿；

## 十、劳动争议的调解和仲裁

1. 甲、乙双方因履行本合同而发生争议，可向劳动争议调解委员会申请调解；也可自劳动争议发生之日起六十日内直接向甲方所在地的劳动争议仲裁委员会申请仲裁；
2. 对仲裁裁决不服的一方，可在收到仲裁裁决书之日起十五日内向甲方所在地的人民法院提起诉讼。

## 十一、通知的送达

通过传真、电报或者挂号邮件方式，按照以下地址发送给当事人的任何通知或其他信息都被视为送达。

公司：

地址：

传真：

备注：

员工：

地址：

传真：

备注：

## 十二、双方需要约定的其他事项

本合同未尽事宜，按国家有关规定执行；没有规定的，甲、乙双方商定协议作为本合同附件或遵循甲方员工手册的规定。附件作为本合同不可分割的一部分，与本合同具有同等效力。若与国家规定相违背的，以国家规定为准。

本合同包括附件：（一）《员工信息确认》、（二）《保密协议》、（三）《竞业

禁止协议》。

本合同一式两份，甲、乙双方各执一份，自签订之日起生效。两份合同具有同等法律效力。

公司：  
(盖章)

员工：  
(签字)

法定代表人签字：

### 岗 位 变 动 记 录

变动日期	原岗位	现岗位	变动原因	甲方签章	乙方签字

### 劳动合同续签记录

本次合同续签为有固定期限：从\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日止。

本合同的其他条款仍依照甲、乙双方初签的劳动合同书执行。

双方需要约定的其他事项：

公司：  
(盖章)

员工：  
(签字)

法定代表人签字：

# Employment Contract of \_\_\_\_\_

**Party A (“Company”):**

Address:

**Party B (“Employee”):**

ID No.:

Address:

**Date:**

In accordance with the *Law of the People’s Republic of China on Foreign-Capital Enterprises, Labor Law of the People’s Republic of China* and other relevant laws, regulations and rules, including those of the Company, and based on the principle of equality and mutual benefit, the two above-mentioned Parties agree to the terms of this Employment Contract (hereinafter referred to as “Contract”). The parties agree to abide by the terms and conditions of this Contract, and to settle any disputes in accordance with those terms and conditions.

**I. Duration of the Contract**

1. This contract is a non-fixed term contract, which is effective from \_\_\_\_\_(date).
- \* The length of this Contract shall be \_\_\_\_\_, commencing on \_\_\_\_\_and terminating on \_\_\_\_\_. If the parties fail to agree to an extension or to reach a new employment agreement prior to the expiration of this Contract, the employment relationship will terminate on the date of expiration.
2. The first \_\_\_\_\_ months of this Contract shall be the probationary period.

**II. Responsibilities and Working Hours**

1. Party A assigns Party B to the position of \_\_\_\_\_, in the department of \_\_\_\_\_. To the extent of his/her responsibilities, Party B shall abide by all work requirements and position transfers as arranged by Party A;

2. Party B shall abide by his/her responsibilities, and fulfill his/her duties as assigned by Party A, within the specified work time, and he/she shall ensure the quality of his/her work; and
3. Party A shall provide a work-hour system that does not exceed 40 hours per week. Given the demands of the business, Party A might require Party B to work additional hours, but the overtime shall be in accordance with labor laws and relevant regulations.

### **III. Labor Protection and Conditions**

1. Party A shall provide Party B with a safe and hygienic working environment, protection facilities that comply with the provisions of the State and \_\_\_\_\_, and establish and strictly implement a safety and hygiene system;
2. Party A shall offer Party B the necessary occupational health and safety protections and working tools, and provide regular physical checkups for Party B, while Party B is engaged in work that involves risks; and
3. Party A shall provide labor safety and hygiene training for Party B, to help prevent industrial accidents and reduce occupational hazards.

### **IV. Remuneration and Benefits**

1. Party B's salary will be \_\_\_\_\_ Yuan per month, excluding the subsidy that is regulated by the State. Party B's salary will be increased in accordance with Party A's standards;
2. Party B's salary will be paid on the 5<sup>th</sup> of each month, via bank transfer;
3. Party A shall contribute to the statutory pension fund, unemployment insurance fund, medical insurance and other social insurance and welfare funds for Party B, in accordance with the standards set out in the laws of the People's Republic of China and relevant local regulations;
4. Medical leaves and reimbursements for medical expenses due to illnesses or non-work-related injuries shall accord with relevant labor laws and regulations;
5. During the length of this Contract, Party B is entitled to subsidies and/or benefits as stipulated by the State and Party A; and

6. During the length of the contract, Party B shall be entitled to paid statutory leaves, as specified by the State, such as for his/her wedding, family planning and for compassionate reasons.

#### **V. Labor Discipline**

1. During the length of this contract, Party B must abide by the laws and stipulations of the State and \_\_\_\_\_, and must comply with Party A's rules and regulations;
2. Party A is entitled to provide rewards or impose punishments, in accordance with the regulations of the State and/or Party A; and
3. Party B agrees to comply with the unified regulations of Party A, and the department in which he/she works.

#### **VI. Performance Evaluation**

Party B agrees to participate in the Company's performance evaluation, and agrees to accept the results of such evaluations as the standard of workplace competence.

#### **VII. Termination and Revocation of the Contract**

1. Termination: This Contract will terminate at the expiration of the term of the contract, or when any other stipulated termination condition arises.
2. Party A may revoke the Contract, without penalty or obligation to make any of the payments or provide other benefits to Party B, under any of the following circumstances:
  - a) Party B fails to satisfy recruitment requirements during his/her probationary period;
  - b) Party B \* severely violates Party A's labor discipline or regulations;
  - c) Party A suffers substantial losses as a result of Party B's dereliction of duty or malpractice; and/or
  - d) Party B is accused of a criminal action.

\* "Severely violates," as referred to in 7.2(b) includes, but is not limited to, violence inflicted on fellow employees; absence from work; willfully damaging material property and interests; and being reprimanded two times (or more), whether in writing or an equivalent punishment, during the term of

this Contract.

3. Party A may revoke this Contract after providing Party B with a 30-day notice, in writing. However, Party A shall compensate Party B one month (up to 12 months) of salary for each year worked, under the following circumstances:
  - a) Party B, after a period of medical treatment and recuperation for an illness or non-work-related injury, remains unable to return to his/her original position, and he/she is unfit for reassignment;
  - b) Party B is unable to fulfill the duties of his/her position and, despite undergoing further training and/or a transfer, remains unable to fulfill his/her duties; and
  - c) Due to force majeure, it becomes impossible to fulfill the original contract and, after consultations, the parties cannot reach an agreement on how to modify the contract.
4. Party B may revoke the Contract under the following circumstances:
  - a) Within the probationary period;
  - b) Party A uses violence, threats or illegal restrictions of personal freedom to force Party B to work; and/or
  - c) Party A fails to pay remuneration or to provide labor conditions as stipulated in this Contract.

With the exceptions stipulated above, when Party B intends to terminate the Contract, he/she must provide Party A with a 30-day notice in writing. Party B must compensate Party A for any losses that result from Party B's departure without the appropriate notice.

5. After mutual consultation, the parties can agree to revoke this contract.
6. Party A should not revoke this Contract, in accordance with Article 7.3, under the following conditions:
  - a) Party B is receiving medical treatment for an illness or non-work-related injury;
  - b) Party B is deemed — while he/she is in his/her treatment period, recuperation period or after the end of his/her treatment — by the labor identification committee to be either totally or partially disabled due to work-related injury of occupational illness;
  - c) Party B (female), in compliance with the family planning policy, is pregnant or nursing; and/or

- d) Other conditions as stipulated by relevant laws and regulations.

### **VIII. Confidentiality and Non-competition**

Party B shall abide by the agreements regarding confidentiality and non-competition. The contents of those agreements shall be outlined in the appendices of this Contract.

### **IX. Liability for Breach of Contract**

1. During the length of this Contract, if either party breaches this Contract and causes economic losses to the other party, the party that commits the breach must compensate the other party for damages; and
2. During the length of the contract, if Party B, who received training provided by Party A, decides to terminate the Contract prior to the termination date, Party B must compensate Party A, in accordance with the stipulations specified by Party A.

### **X. Dispute Settlement**

1. Under the procedures for settling labor disputes, disputes should be settled through friendly consultations, or be submitted to the labor dispute arbitration committee, where Party A is located, within sixty (60) days after the dispute arises; and
2. If either party is not satisfied with the decision of the arbitration committee, the party may launch proceedings in the people's court, in the area in which Party A is located, within 15 days after receiving the committee's decision.

### **XI. Notice**

Any notice or other communication to any party hereto that is sent by facsimile, telegram or registered mail to an address specified below shall satisfy the requirements of notice in this Contract.

#### **The Company :**

Address:

Fax No.:

Attention:

**The Employee:**

Address:

Fax No.:

Attention:

**XII. Miscellaneous**

Matters not addressed in this Contract shall be handled in accordance with supplementary agreements (appendices) between the two parties or addressed in Party A's *Employee Manual*. Supplementary agreements between the parties shall have the same legal effect as this Contract. If any rules are inconsistent with laws or regulations of the State, the latter shall prevail.

As supplementary agreements to this Contract, the (1) *Employee Personal Information Consent*, (2) *Confidentiality Agreement* and (3) *Covenant Not-to-compete Agreement* are integral parts of this Contract.

**This Contract is in duplicate, one copy for each party. This Contract shall take effect after it is signed by both parties. Both copies of this Contract shall have the same legal effect.**

**Party A:**

By: (Signature and Chop)

Its: President and Chief Operating Officer

Date:

**Party B:**

(Signature)

\_\_\_\_\_

Date:

**Position-transfer Record**

Transfer Date	Original Position	Present Position	Reason for Transfer	Signature and Chop of Party A	Signature of Party B

**Record of Contract Renewal**

This Contract is renewed for \_\_\_\_\_ year(s). It covers the period from \_\_\_\_\_ to \_\_\_\_\_, inclusive.

Other terms and articles of the renewed contract accord with the original contract.

Any other issue:

**Party A:**

By: (Signature and Chop)

Its: President and Chief Operating Officer

Date:

**Party B:**

(Signature)

\_\_\_\_\_

Date:

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