APOLAT LEGAL

THE COMPARARISON BETWEEN THE STIPULATION OF THE LABOUR CODE 2019 AND THE LABOUR CODE (AMENDED) 2012	
LABOUR CODE NO. 10/2012/QH13	**LABOUR CODE NO. 45/2019/QH14**
LABOUR CODE *Pursuant to the Constitution, 1992 of the Socialist Republic of Vietnam amended and supplemented under the Resolution No. 51/2001/QH10;* *The National Assembly, hereby, adopts the Labour Code.*	**LABOUR CODE** *Pursuant to the Constitution, 1992 of the Socialist Republic of Vietnam ~~amended and supplemented under the Resolution No. 51/2001/QH10~~;* *The National Assembly, hereby, adopts the Labour Code.*
CHAPTER 1: GENERAL PROVISIONS	
Article 3. Interpretation of terms 1. An "employee" shall mean a person who is at least 15 years of age, has the ability to work, works under an labour contract, is paid and is managed and controlled by the employer. 2. An "employer" shall mean an enterprise, an agency, an organization, a cooperative, a household, or an individual who hires or employs a employee or employees on the basis of an employment contract. In the case of an individual, that individual must have full capacity of civil acts. 3. "Employee's collective" shall mean an organized group of employees working for one employer or in the same division within the organizational structure of an employer. 4. The "representative organization of the employee's collective at grassroots level" shall be either the Executive Committee of grassroots trade union or the Executive Committee of the immediate upper level trade union in the case of a workplace where a trade union has not been established. 5. The "representative organization of employers" shall mean a lawfully established organization, which represents and protects the employers' lawful rights and interests in labour relations. 6. "Labour relations" shall mean the social relations which arise in respect of the hiring, using labour and payment of wage between an	**Article 3. Interpretation of terms** In this Code, the following terms are construed as follows: 1. *Employee* means a person working for an employer pursuant to an agreement, who is paid wages and who is subject to management and supervision by the employer. The minimum working age is a full fifteen (15) years of age, except in the cases prescribed in Section 1 in Chapter 11 of this Code. 2. *Employer* means an enterprise, agency, organization, co-operative, family household or individual who hires (or) employs a employee to work for such employer pursuant to an agreement; if an employer is an individual, then he or she must have full legal capacity for civil acts. 3. Organization representing the employees at the grassroots level means an organization established on a voluntary basis by the employees at any one employing unit, aimed at protecting the lawful and proper rights and interests of the employees in the labour relationship via collective bargaining or via other forms stipulated in the law on labour. Organizations representing the employees at the grassroots level comprise the grassroots [enterprise] trade union and an employees' organization at the enterprise. 4. *Organization representing the employer* means a lawfully established organization

employer and an employee. 7. A "labour dispute" shall mean a dispute on rights, obligations or interests which emerges between the parties in the labour relations. Labour dispute comprises of individual labour dispute between an employee and an employer, and collective labour dispute between a employee's collective and an employer 8. A "collective labour dispute on right" shall mean a dispute between a employee's collective and the employer arising out of different interpretation and implementation of provisions of labour laws, collective bargaining agreements, internal working regulations, and other lawful regulations and agreements. 9. A "collective labour dispute on interest" shall mean a dispute arising out of the request of the employee collective on the establishment of new working conditions, as compared to the provisions of labour laws, collective bargaining agreements, or internal working regulations, or other lawful regulations and agreements, in the negotiation process between the employee's collective and the employer. 10. "Labour coercion" shall mean to use force, or to threaten to use force or a similar practice to force a person to work against his or her will.	which represents and protects the lawful rights and interests of the employer in the labour relationship. 5. **Labour relationship** means social relations arising during the hiring and employment of employees and during wage payment as between employees, the employer, organizations representing the parties and the competent State agency. Labour relationships comprise individual [personal] labour relationships and collective labour relationships. 6. *Employee without a labour relationship* means a person working not on the basis of being hired via a labour contract. 7. *Labour coercion* means using force, threatening to use force or using other tricks to force an employee to work/do a job contrary to his or her will. 8. *Discrimination in labour means discrimination, exclusion or preference based on race, colour, national origin or social origin, ethnicity, sex, age, maternity status, marital status, religion, belief, political belief, disability, family responsibility or on the basis of HIV infection status or because of the establishment, accession or activities in a trade union or employees' organization at the enterprise adversely affecting equality regarding employment opportunity or trade or profession.* *Any act of discrimination, exclusion or priority arising from the special requirements of a job or arising from conduct being the retention and protection of jobs for vulnerable employees is not deemed to be discriminatory.* 9. Sexual harassment in the workplace means any act of a sexual nature by any person to another person in the workplace without the latter's wish or consent. Workplace means any place where an employee actually works pursuant to the agreement with or assignment by the employer.
Article 5. Rights and obligations of employees 1. Employees shall have the following rights: a) To work, to freely choose the work and	**Article 5 Rights and obligations of employees** 1. Employees have the following rights: a) To work; to freely choose types of work,

occupation, to participate in vocational training and to improve their occupational skills without discrimination; b) To receive a wage which is commensurate with their occupational skills and knowledge on the basis of an agreement reached with the employer; to work in a safe and healthy environment, to take leaves, paid annual leaves, and to receive collective welfare interests; c) To establish, join a trade union, to participate in trade union activities, occupational associations and other organizations in accordance with the law; to request and participate in dialogue with the employer, to implement regulations on democracy and consultation at the workplace to protect their lawful rights and interests; and to participate in the management in accordance with the employer's regulations; d) to unilaterally terminate the employment contract in accordance with the law; e) To strike. 2. Employees shall have the following obligations: a) To perform the labour contracts, collective bargaining agreements; b) To comply with labour discipline and internal work regulations, to follow lawful management orders of the employer; c) To comply with regulations of the laws on social insurance and health insurance.	workplaces, trades and professions; to learn a trade, to improve professional skills, not to be discriminated against, and not to be subject to labour coercion or sexual harassment in the workplace. b) To be paid a wage commensurate with his or her qualifications or vocational skills on the basis of an agreement reached with the employer; to be entitled to labour protection and to work in safe and hygienic working conditions; to be entitled to stipulated leave and to paid annual leave and to receive collective welfare interests; c) To establish, join and participate in the organization representing the employees, in occupational organizations and other organizations in accordance with law; to request and participate in discussions, to implement democratic regulations and to participate in collective negotiation (bargaining) with the employer and to receive advice at workplaces in order to protect the employee's lawful and proper rights and interests; and to participate in management in accordance with the internal rules of the employer; d) To refuse to work if there is a clear danger directly threatening life or health during the process of doing such work; (e) To unilaterally terminate the labour contract; (f) To strike; (g) Other rights as stipulated by law. 2. Employees have the following obligations: a) To implement labour contracts, collective labour agreements and other lawful agreements; b) To comply with labour discipline and internal labour rules and to be subject to management, executive operation and supervision by the employer; c) To implement provisions of the law on labour, on employment, on vocational trade training, on social insurance, on health insurance, on unemployment/job loss insurance, and on occupational safety and

	hygiene.
Article 7. Labour relations 1. The labour relations between an individual employee or employee's collective and the employer are established and developed through dialogue, negotiation and agreement on the basis of the principles of voluntary commitment, good faith, equality, co-operation, and mutual respect of each other's lawful rights and interests. 2. Trade unions and the representative organizations of employers, together with state authority, shall participate in the promotion of harmonious, stable, and advanced labour relations; monitoring the implementation of labour laws, protect the lawful rights and interests of employees and employers.	**Article 7. Labour relationship** 1. The labour relationship is established via discussion, negotiation and agreement on the principles of voluntary commitment, goodwill, equality, co-operation and mutual respect of legal rights and interests. 2. The employer, the organization representing the employer, the employees and the organization representing employees shall establish a progressive labour relationship which is harmonious and stable with the assistance of the competent State agency. 3. The trade union shall jointly participate with the competent State agency to assist formulation of a progressive, harmonious and stable labour relationship; shall supervise implementation of the law on labour; and shall protect the lawful and proper rights and interests of employees. 4. Vietnam Chamber of Commerce and Industry, Vietnam Cooperative Alliance and other organizations representing employers which are established in accordance with law have the role of representing and protecting the lawful rights and interests of employers and participate in formulating a progressive, harmonious and stable labour relationship.
Article 8. Prohibited acts 1. Discriminating on the basis of gender, race, colour, social class, marital status, belief, religion, HIV status, disabilities or for the reason of establishing, joining trade union and participating in trade union activities. 2. Maltreating a employee, committing sexual harassment at the workplace. 3. Extracting forced labour. 4. Making use of apprenticeship or on-the-job training for the purpose of extracting interests and exploiting labour, or enticing or compelling an apprentice or on-the-job trainee to commit an illegal activity. 5. Using an employee who does not have vocational training or national occupational skills certificate for the work which requires the employee to have relevant vocational training	**Article 8. Conduct which is strictly prohibited in the labour sector** 1. Discrimination during labour. 2. Mistreatment of employees and labour coercion. 3. Sexual harassment at the workplace. 4. Taking advantage of an apprenticeship or practical training to seek profit or exploit an employee or enticing, seducing or compelling an apprentice or trainee to conduct an illegal act. 5. Employing employees who have not yet had training or who do not yet have national trade or technical certificates in the case of any trade or work which requires employees to have had training or have such certificates. 6. Enticing, seducing, making false promises, conducting false advertising or other tricks in

or a national occupational skills certificate. 6. Making enticement, false promises or false advertising to deceive a employee; or making use of employment service or activities on sending employees abroad to work on the basis of employment contract to commit illegal acts. 7. Using minor employees illegally.	order to deceive employees or in order to recruit employees for the purpose of human trafficking, exploiting or coercing, or taking advantage of employment services or labour export to foreign countries pursuant to contracts in order to conduct an illegal act. 7. Employing minors contrary to law.
CHAPTER II: EMPLOYMENT, RECRUITMENT AND LABOUR MANAGEMENT	
Article 11. Right to recruitment of employers An employer shall have the right to recruit employees directly or through employment service institutions, labour dispatch enterprises, and to increase or reduce the number of employees in accordance with production and business requirements. **Article 12. Supportive policies of the State for employment promotion** 1. The State shall set a target of new employment creation in its annual and five-year socio-economic development plans. Based on the socio-economic conditions in each period, the Government shall submit the National Employment and Vocational Training Target Program to the National Assembly for decision. 2. The State shall formulate the unemployment insurance policy, selfemployment support policies, and assist employers who employ a large number of female employees, disabled persons, and people of ethnic minorities. 3. The State shall encourage and create favourable conditions for domestic or overseas organizations and individuals to invest in development of manufacturing and business to provide employment opportunities for employees. 4. The State shall encourage employers and employees to seek and expand overseas labour markets. 5. The State shall establish a National Employment Fund to provide preferential loans for employment creation and other activities as prescribed by law.	**Article 11. Right to recruitment of labour** 1. An employer has the right to recruit labour directly or to do so via an employment services organization or labour sub-leasing enterprise as required by such employer. 2. Employees must not be required to pay fees for recruitment. **Article 12. Responsibilities of employer to manage employees [labour]** 1. To prepare, update, manage and use a labour management register, either in hard copy or electronic and to present same when the competent State agency so requests. 2. To submit a report on employment of a employee within thirty (30) days after the commencement date, and to periodically report any labour changes during the operational process to the specialized agency for labour under the provincial people's committee and also notify same to the social insurance agency. 3. The Government shall provide detailed regulations on this article.

Article 13. Employment Programs 1. People's Committees of provinces and cities under central authority (herein after collectively referred to as provincial People's Committees) shall develop and submit employment programs to the People's Councils at the same level for decision. 2. State bodies, enterprises, socio-political organizations and social organizations and employers shall, within the scope of their respective duties and competences, be responsible for participating in the implementation of employment programs. **Article 14. Employment service agencies** 1. Employment service agencies have the functions to provide job counselling and placement services, provide vocational training for the employees; supply and recruit employees at the request of employers; collect and provide information about the labour market; and perform other functions as stipulated by Law. 2. Employment service institutions include employment service centre and employment service enterprises. Employment service centres are established and operated under the Government regulations. Employment service enterprises are established and operated under the Enterprise Law and must have the license to conduct businesses in employment services granted by the labour management authority at provincial level. 3. The employment service institutions shall have the right to collect fees and to enjoy tax reduction and tax exemption in accordance with regulations of the laws on fees and tax.	
CHAPTER 3: LABOUR CONTRACTS	
Article 15. Labour Contracts An Labour Contracts is an agreement between a employee and employer on the remunerated work, working conditions, rights and obligations of each party in the labour relations.	**Article 13. Labour Contracts** 1. Labour contract means an agreement between an employee and an employer on paid work, on wages [salary], on working conditions, and on the rights and obligations of each party to the labour relationship.

	If the two parties reach an agreement with some other name but with contents setting out the paid work, salary, and management, executive operation [administration] and supervision by one party, then such agreement is deemed to be a labour contract. 2. Before accepting a employee to do any work, the employer must enter into a labour contract with such employee.
Article 16. Forms of Labour Contracts 1. A Labour Contracts shall be concluded in writing and made in two copies, of which the employee keeps one copy; the employer keeps one copy, except for the case regulated in clause 2 of this Article. 2. The two parties may conclude a verbal employment contract in respect of temporary work for a duration of less than 3 months.	**Article 14. Forms of Labour Contracts** 1. A labour contract must be entered into in writing and made in two copies, the employee to retain one copy and the employer to retain one copy, except in the case prescribed in clause 2 of this article. A labour contract entered into by electronic means in the form of data messages in accordance with the law on electronic transactions has the same value as a written labour contract. 2. The two parties may enter into an oral labour contract in the case of a contract with a duration below one month, except for the cases prescribed in articles 18.2, 145.1(a) and 162.1 of this Code.
Article 20. Prohibited acts of employers when signing and implementing Labour Contracts 1. To keep the employee's original identification documents, degrees and certificates; 2. To request the employee to make a deposit in cash or asset to guarantee his/her compliance with the Labour Contracts.	**Article 17. Prohibited conduct by an employer when entering into and performing a labour contract** 1. To keep the employee's original identification documents, degrees and certificates; 2. To request the employee to make a deposit in cash or asset to guarantee his/her compliance with the Labour Contracts 3. Forcing an employee to perform a labour contract to repay a debt to the employer.
	Article 18. Authority to enter into a labour contract 1. A employee/employee directly enters into a labour contract except for the case prescribed in clause 2 below. 2. In the case of seasonal jobs (and) specific work with a duration of under twelve (12) months, a group of employees aged 18 years

	or more may authorize one (1) of the employees in the group to enter into the **labour contract,** and in such case, the labour contract must be in writing and is effective as if it was signed by each employee/employee. A labour contract entered into by an authorized person must attach a list specifying the full name, date of birth, gender and residential address of each employee and be signed by each employee. 3. The person entering into the labour contract on behalf of the employer shall be one of the following: a) Legal representative of the enterprise or person authorized in accordance with law; b) Head of the agency or organization with legal entity status as prescribed by law or person authorized in accordance with law; c) Representative of the family household, cooperative or other organization without legal entity status or the person authorized in accordance with law; d) An individual employer directly employing an employee. 4. The person entering into the labour contract on behalf of the employee must be one of the following: a) The employee aged a full eighteen (18) years or more; b) The employee aged from a full fifteen (15) years but are not yet aged eighteen (18) years with written consent from the legal representative of such employee; c) The employee under fifteen (15) years of age and the legal representative of such **employee;** d) The employee in the group of employees

	lawfully authorized by such group to enter into the labour contract. 5 The person authorized to enter into a labour contract is not permitted to directly authorize [subauthorize] another person to enter into the labour contract.
Article 22. Types of Labour Contracts 1. A labour contract must be entered into in either of the following types : a) Indefinite term Labour Contracts; An indefinite term Labour Contracts is a contract in which the two parties do not determine the duration and the time at which the contract terminates; b)Definite term Labour Contracts; A definite term Labour Contracts is a contract in which the two parties agree to fix the term of the contract for a duration of from enough 12 months to 36 months; c) An Labour Contracts for seasonal work or work-specific which has a term of less than 12 months. 2. Where an Labour Contracts stipulated in items b and c of Clause 1 of this Article expires and the employee continues to work, during a period of thirty (30) days from the date of expiry of the contract, the two parties have to sign a new employment contract; if no new Labour Contracts is entered into, the contract signed in accordance with Clause 1.b) of this Article shall become an indefinite term Labour Contracts and the contract signed in accordance with Clause 1.c) of this Article shall become a definite term Labour Contracts with the term of 24 months. Where the two parties conclude a new contract with a definite term, it shall be the one and only additional definite term Labour Contracts to be signed; after that, if the employee continues to work, an indefinite term contract shall be signed. 3. It is prohibited to enter into a seasonal or work-specific contracts of less than twelve (12) months to carry out regular work which has the duration of more than twelve (12) months, except in order to temporarily replace an	**Article 20. Types of Labour Contracts** 1. A labour contract must be entered into in either of the following types: a) Indefinite term labour contract being a contract in which the two parties do not fix the term nor the time of termination of validity of the contract; (b) Definite term labour contract being a contract in which the two parties fix the term and the time of termination of the validity of the contract which must not exceed thirty six (36) months from the effective date of the contract. 2. When a labour contract prescribed in clause 1(b) [definite term] expires and the employee continues to work, then: a) Within thirty (30) days after the date of expiry of the labour contract, the two parties must enter into a new labour contract, and if they fail to do so within such time-limit [pending entering into a new labour contract], then the rights, obligations and interests of the two parties shall be implemented in accordance with the provisions of the contract which was entered into; b) If thirty (30) days after the date of expiry of the labour contract the two parties do not enter into a new labour contract, then the old labour contract entered into as prescribed in clause 1(b) above becomes an indefinite term labour contract; c) If the two parties enter into a new labour contract which is a definite term labour contract, they may sign only one (1) additional contract and if the employee thereafter continues to work then an indefinite term labour contract must be entered into, except in the case of a labour contract with a person hired to work as director of an enterprise with State owned capital and except

employee who has taken leave for military obligations, pregnancy and maternity, sick leave, occupational accident or other temporary leaves.	in the cases prescribed in articles 149.1, 151.2 and 177.4 of this Code.
Article 27. Duration of probation The probationary period shall be determined on the basis of the nature and complexity of the work and shall be applied only one time for each employment and must satisfy the following conditions: 1. The probationary period shall not exceed 60 days in respect of work which requires technical qualification of technical college diploma and above. 2. The probationary period shall not exceed 30 days in respect of work which requires technical qualification of secondary vocational certificate, secondary professional qualification; or specialized employee. 3. The probationary period shall not exceed 6 working days in respect of other work.	**Article 25. Duration of probation** The duration of a probationary period as agreed by the two parties shall depend on the nature and complexity of the work, but there may only be probation on one occasion for one job, and probation must ensure the following conditions: 1. The probationary period is no longer than one hundred and eighty (180) days in the case of the job being enterprise manager pursuant to the Law on Enterprises, and the Law on Management and Use of State Capital Invested in Production and Business in Enterprises. 2. The probationary period is no longer than sixty (60) days for working in a position requiring college level or higher specialized or technical expertise. 3. The probationary period is no longer than thirty (30) days for working in an industry or trade requiring intermediate level skills or a technician or professional staff. 4. The probationary period must not exceed six (6) working days for other jobs.
Article 31. Assigning employees to perform a work which is not prescribed in the labour contracts 1. In the event of sudden difficulties such as natural disasters, fire, epidemic, the implementation of preventive and remedial measures for occupational accidents or diseases, electricity and water supply malfunctions, or for reasons of business and production demands, the employer may temporarily assign an employee to perform a work which is not prescribed in the labour contracts provided that the assignment does not exceed 60 accumulated working days within one year unless otherwise agreed by the employee. 2. Where an employer temporarily assigns an employee to perform a work which is not prescribed in the labour contracts, the employer shall give notice to the employee at	**Article 29. Assigning employees to perform a work which is not prescribed in the labour contracts** 1. If there are unexpected difficulties due to a natural disaster, fire, dangerous epidemic, application of measures to prevent or remedy a labour accident or occupational disease, or due to a power or water breakdown or due to production and business requirements, the employer has the right to temporarily assign an employee to do work other than that specified in his or her labour contract but not for a period in excess of an aggregate sixty (60) working days in any one year; and before an employee is assigned to a job different from that in the labour contract for more than an aggregate sixty (60) working days in the one year, the employee must provide written consent. An employer shall provide specific provisions

least 3 working days in advance, which clearly indicates the duration of the temporary work, and the assigned work must be suitable for the health and gender of the employee. 3. The employee who performs the work as stipulated in Clause 1 of this Article shall be entitled to remuneration for the new work; if the wage for the new work is lower than the previous wage, the employee is entitled to receive the previous wage for a period of 30 working days. The wage for the new work shall be at least 85% of the previous wage but not less than the minimum regional wage regulated by the Government.	in the internal labour rules on cases in which, due to production or business requirements, the employer may temporarily assign an employee to do work other than that specified in the labour contract. 2. Where an employer temporarily assigns an employee to perform a work which is not prescribed in the labour contracts, the employer shall give notice to the employee at least 3 working days in advance, which clearly indicates the duration of the temporary work, and the assigned work must be suitable for the health and gender of the employee. 3. An employee who is assigned to do work other than that specified in the labour contract must be paid a wage [appropriate] for the new work. If the wage rate of the new work is less than that of the previous job, the employee is entitled to receive the previous wage for a period of thirty (30) working days. The new wage must equal at least eighty-five (85) per cent of the wage for the previous job, but must not be less than the minimum wage. 4. If the employee does not consent to temporarily doing work other than that specified in the labour contract in excess of an aggregate sixty (60) working days in the year, but must cease work, then the employer must pay wages for ceasing work.
Article 32. Suspension of performance of a labour contract 1. The employee is called up for military service. 2. The employee is held temporarily in custody or detention in accordance with the provisions of the Criminal Procedure Code. 3. The employee is sent to a correctional centre, compulsory drug rehabilitation centre, and compulsory education centre. 4. The employee is pregnant in accordance with Article 156 of this Code. 5. In other circumstances as agreed by both parties.	**Article 30. Suspension of performance of a labour contract** 1. Suspension of performance of a labour contract is permitted in the following cases: a) The employee does military service or discharges his or her obligations to join the self-defence militia; b) The employee is held temporarily in custody or detention in accordance with the provisions of the Criminal Procedure Code. c) The employee must comply with a mandatory decision on [his or her] admission to a detention centre, drug rehabilitation centre or compulsory educational establishment; d) The employee is pregnant in accordance with Article 138 of this Code. e) The employee is appointed to work as an enterprise manager of a single member limited

	liability company in which the State holds 100% charter capital; f) The employee has a power of attorney/authorization to exercise the rights and discharge the responsibilities of the representative of the State owner of a portion of State capital; g) The employee has a power of attorney/authorization to exercise the rights and discharge the responsibilities of the enterprise regarding the capital portion of the enterprise invested in another enterprise; h) In other circumstances as agreed by both parties. 2. During the period of suspension of performance of a labour contract, the employee is not entitled to wages and is not entitled to the other rights and interests agreed in the labour contract, unless the two parties reach some other agreement or the law otherwise provides.
Article 36. Cases of termination of an labour contracts 1. The employment contract expires, except for the case stipulated in Clause 6 Article 192 of this Code. 2. The job has been completed in accordance with the labour contract. 3. Both parties agree to terminate the labour contracts. 4. The employee fully meets the requirements of qualified contribution period of social insurance and reaches the age of retirement stipulated in Article 187 of this Code. 5. The employee is sentenced to imprisonment, capital punishment or is prohibited from performing the work stipulated in the employment contract by an effective conviction or judgment of the court. 6. The employee died or is declared by the Court to have lost the capacity of civil acts, or as missing or dead. 7.The employer, who is an individual, died or is declared by the Court as dead, missing, or has lost the capacity of civil acts; the employer,	**Article 34. Cases of termination of an labour contracts** 1. On expiry of the labour contract, except in the case prescribed in article 177.4 of this Code. 2. The job has been completed in accordance with the labour contract. 3. Both parties agree to terminate the labour contracts. 4.The employee is sentenced to a jail term but not to a suspended sentence and not within the cases of entitlement to release/freedom as prescribed in article 328.5 of the Criminal Procedure Code, or is sentenced to the death penalty, or is prohibited from performing the job prescribed in the labour contract by a legally enforceable verdict or decision of a Court. 5. The employee being a foreigner working in Vietnam is deported pursuant to an enforceable decision or verdict of a Court or pursuant to a decision of a competent State agency. 6. The employee died; or is declared by a Court to have lost legal capacity for civil acts,

who is not individual, ceases operation. 8. The employee is dismissed in accordance with Clause 3 Article 125 of this Code. 9. The employee unilaterally terminates the employment contract in accordance with Article 37 of this Code. 10. The employer unilaterally terminates the employment contract in accordance with Article 38 of this Code; the employer terminates the employment contract due to structural and technological changes or because of economic reasons, merger, and acquisition, separation of the enterprise or the cooperative.	to be missing or to be deceased. 7. The employer being an individual died; or is declared by a Court to have lost legal capacity for civil acts, to be missing or to be deceased. The employer not being an individual terminates its operation or the specialized agency for business registration under the provincial people's committee issues notification that the employer no longer has a legal representative or an authorized person to exercise the rights and discharge the obligations of the legal representative. 8. The employee is disciplined in the form of dismissal. 9. The employee unilaterally terminates the employment contract in accordance with Article 35 of this Code. 10. The employer unilaterally terminates the employment contract in accordance with Article 36 of this Code. 11. The employer permits the employee to cease work as prescribed in articles 42 and 43 of this Code. 12. The work permit of an employee being a foreigner working in Vietnam expires in accordance with article 156 of this Code. 13. There is an agreement on probationary work stipulated in the labour contract, but the probationary work did not satisfy the requirements or either party rescinded the agreement on probationary work.
Article 37. The right of an employee to unilaterally terminate the labour contract 1. An employee with a definite term labour contract or a labour contract of seasonal work or specific work of less than 12 months shall have the right to unilaterally terminate the labour contract prior to its expiry in one of the following circumstances: a) The employee is not assigned to the work or work place or not provided with the working conditions as agreed in the labour contract; b) The employee is not paid in full or on time as agreed in the labour contract; c) The employee is maltreated, sexually	**Article 35. The right of an employee to unilaterally terminate the labour contract** 1. The employee has the right to unilaterally terminate the labour contract but must provide the following advance notice to the employer: a) At least forty-five (45) days' advance notice if working pursuant to an indefinite term labour contract; b) At least thirty (30) days' advance notice if working pursuant to a definite term labour contract with a duration from twelve (12) months to thirty-six (36) months; c) At least three (3) days' advance notice if working pursuant to a definite term labour contract with a duration below twelve (12)

harassed or is subjected to forced labour; d) The employee is unable to continue performing the employment contract due to personal or family difficulties; đ) The employee is elected to carry out full-time duties in an elected body or is appointed to hold a position in a State agency; e) A female employee who is pregnant and must take leave as prescribed by a competent health care institution; g) The employee is sick or has an accident and remains unable to work after having received treatment for 90 consecutive days in the case of a definite term labour contract, or for a quarter of the duration of the contract in the case of a labour contract for seasonal work or specific work of less than 12 months. 2. When unilaterally terminating the labour contract as stipulated in Clause 1 of this Article, the employee shall inform the employer: a) At least 3 working days in advance, in the cases stipulated in item a, b, c and g of Clause 1 this Article; b) At least 30 days in advance, in the case of a definite term labour contract; at least 03 working days in the case of an labour contract for seasonal work or specific work of less than 12 months in the cases stipulated in item d and e of Clause 1 of this Article; c) In the case stipulated in item e, Clause 1 of this Article, the advance notice shall be given to the employer in accordance with Article 156 of this Code. 3. An employee who has an indefinite term labour contract shall have the right to unilaterally terminating the labour contract provided that he/she notifies the employer at least 45 days in advance, except for the cases prescribed in Article 156 of this Code.	months; d) In the case of a number of industries and trades and special jobs, the amount of advance notice shall be implemented in accordance with Government regulations. 2 An employee with the right to unilaterally terminate the labour contract is not required to provide advance notice in the following cases: a) [The employee] is not assigned to the correct job or workplace or the working conditions agreed are not ensured, except in the case prescribed in article 29 of this Code; b) [The employee] is not paid in full or on time the wages due, except in the case prescribed in article 97.4 of this Code; c) The employee is abused, beaten, or subject to abusive/defamatory words or acts, or to acts adversely affecting the health, dignity and honour of the employee committed by the employer; or is subject to labour coercion; d) The employee is sexually harassed in the workplace; e) A female employee is pregnant and must rest as prescribed in article 138.1 of this Code; f) The employee has reached the retirement age in accordance with article 169 of this Code, unless the parties have some other agreement; g) The employer provided untruthful information pursuant to article 16.1 of this Code which adversely affected implementation of the labour contract.
Article 38. The right of an employer to unilaterally terminate the employment contract 1. An employer shall have the right to unilaterally terminate the labour contract in the following cases:	**Article 36. The right of an employer to unilaterally terminate the employment contract** 1. An employer has the right to unilaterally terminate a labour contract in the following circumstances:

a) The employee repeatedly fails to perform his/her work in accordance with the terms of the labour contract; b) An employee is sick or has an accident and remains unable to work after having received treatment for a period of twelve (12) consecutive months in the case of an indefinite term labour contract, for six (6) consecutive months in the case of an definite labour contract, or more than half the duration of the contract in the case of an labour contract for seasonal work or a specific work of less than 12 months. When the employee's health recovers, the employee shall be considered for reinstatement or continue to work for the employer. c) In the event of a natural calamity, fire or force majeure as prescribed by law and the employer has exhausted all possibilities, and is forced to scale down production and reduce the workforce; d) The employee does not present him/herself at the workplace until the period stipulated in Article 33 of this Code expires.	a) The employee regularly failed to perform the work in accordance with the labour contract as determined in accordance with the criteria for assessing the level of completion of work as set out in the rules of the employer. Rules on assessment of the level of completion of work shall be issued by an employer but only after consulting the opinion of the organization representing the employees at the grassroots level in the case of locations [enterprises] which have such an organization; b) The employee has been ill [or] injured in an accident and has been receiving medical treatment for twelve (12) consecutive months if working pursuant to an indefinite term labour contract, or has been receiving medical treatment for six (6) consecutive months if working pursuant to a definite term labour contract of twelve (12) up to thirty-six (36) months, or for a period in excess of half of the term of the labour contract if working pursuant to a definite term labour contract for a term of under twelve (12) months, and his or her working capacity has not yet been restored. When the employee's health recovers, the employer shall give consideration to continuing to enter into a labour contract with the employee; c) Where as a result of a natural disaster, dangerous epidemic or fire, or due to resettlement or due to narrowing of production and business as required by a competent State agency, the employer, despite having taken all necessary measures to remedy the problem, still needs to reduce the number of jobs; d) The employee does not present him/herself at the workplace until the period stipulated in Article 33 of this Code expires. e) The employee has reached the retirement age as prescribed in article 169 of this Code, except where there is some other agreement; f) The employee arbitrarily leaves the job [gives up his or her job] without a satisfactory explanation for a period of at least five (5) consecutive working days; g) The employee provided untruthful information as prescribed in article 16.2 of this Code when entering into the labour contract

	and this fact adversely affected recruitment of employees.
Article 44. Obligations of employers in cases of changes in restructuring, technology or due to economic reasons 1. In cases there is a change in the restructure or technology which affects the employment of multiple employees, the employer has the responsibility to establish and implement a labour utilization plan in accordance with Article 46 of this Code. In case there is a new vacancy, the priority shall be given to retraining the unemployed employee for the purpose of re-employment. In case the employer is unable to create new employment and has to resort to dismissing employees, the employer shall pay job-loss allowance to the employees in accordance with Article 49 of this Code. 2. If more than one employee faces the risk of unemployment or dismissal due to economic reasons, the employer shall develop and implement a labour utilization plan as stipulated in Article 46 of this Code. If the employer is unable to resolve [create] new jobs but must retrench employees, then the employer must pay severance allowances for job loss to employees in accordance with article 49 of this Code. 3. The dismissal of multiple employees in line with provisions of this Article shall only be implemented after discussion with the representative organization of the employee's collective at grassroots level and after giving prior notice of 30 days to the provincial labour management authority.	**Article 42. Obligations of employers in cases of changes in restructuring, technology or due to economic reasons** 1. The following circumstances are deemed to be restructuring or a change of technology: a) A change of organizational structure or employee/staffing structure. b) A change of the production or business processes, technology, machinery or equipment associated with the production and business industry or trade of the employer; c) A change of products or product structure. 2. The following circumstances are deemed to be [a change] for economic reasons: a) An economic depression or rescission; b) Implementation of State policies or law on restructuring of the economy or implementation of an international commitment. 3. In cases there is a change in the restructure or technology which affects the employment of multiple employees, the employer has the responsibility to establish and implement a labour utilization plan in accordance with Article 44 of this Code. In case there is a new vacancy, the priority shall be given to retraining the unemployed employee for the purpose of re-employment. 4. If for economic reasons many employees are in danger of losing their jobs and must be retrenched, then the employer must formulate and implement a labour utilization plan in accordance with article 44 of this Code. 5. If the employer is unable to resolve [create] new jobs but must retrench employees, then the employer must pay severance allowances for job loss to employees in accordance with article 47 of this Code. 6. Employees may only be retrenched pursuant to the provisions in this article after there have been discussions with the organization representing employees at the grassroots level in the case of locations [enterprises] which have such an organization and of which the

	employees are members, and after thirty (30) days' advance notice has been provided to the provincial people's committee and to the employees.
Article 45. Obligations of employers in cases of merger, consolidation, division, or separation of enterprises and cooperatives 1. In the event of merger, consolidation, division or separation of an enterprise or a cooperative, the employer is responsible for continuing the employment of the existing workforce and making amendments and supplementations to the labour contracts. In case there is not enough work for the existing workforce that the new employer has the responsibility to develop and implement a labour utilization plan in accordance with Article 46 of this Code. 2. In case of property use right transfer, or ownership transfer, the preceding employer shall establish a labour utilization plan as stipulated in Article 46 of this Code. 3. Where the employer dismisses employees as prescribed in this Article, the employer shall pay job-loss allowance to employees in accordance with Article 49 of this Code.	**Article 43 Obligations of employer after division or separation, consolidation or merger; sale, lease out or conversion of enterprise type; or on transfer of the ownership or use right of the assets of the enterprise or co-operative** 1. In a case of division or separation, consolidation or merger; sale, lease out or conversion of enterprise type; or on transfer of the ownership or use right of the assets of the enterprise or cooperative which impacts on the jobs of many employees, the employer must formulate a labour usage plan in accordance with article 44 of this Code. 2. The current employer and the subsequent employer are responsible to implement the labour usage plan which has been passed. 3. Employees who are retrenched are entitled to receive the retrenchment allowance prescribed in article 47 of this Code.
Article 46. Labour utilization plans 1. A labour utilization plan must include the following major contents: a) The names and number of the employees to be maintained in employment and those to be re-trained for continued employment; b) The names and number of employees to retire; c) The names and number of employees to be maintained in employment on part-time basis and those to be dismissed; d) The measure and financial sources to implement the plan. 2. The labour utilization plan shall be developed with the participation of the representative organization of the employee's collective at grassroots level.	**Article 44. Labour utilization plans** 1. A labour utilization plan must include the following major contents: a) The number and a list of employees who will continue to be employed and who will be retrained for further employment, and of employees who will be transferred to work part-time; b) The number and a list of employees who will retire; c) The number and a list of employees whose labour contracts must be terminated; d) Rights and obligations of the employer, of the employees and of any related parties during implementation of the labour utilization plan; e) The measure and financial sources to implement the plan 2. When formulating the labour usage plan, the

	employer must exchange opinions with the organization representing employees at the grassroots level in the case of locations [enterprises] which have such an organization. The labour utilization plan must be publicly notified to employees within fifteen (15) days after the date on which it is passed.
	Article 45. Notification of termination of labour contract 1. The employer must provide written notice to the employee of termination of the labour contract in a case of termination of labour contract pursuant to this Code, except in the cases prescribed in clauses 4, 5, 6 and 8 of article 34 of this Code. 2. If an employer not being an individual terminates its operation then the time of termination of the labour contract is calculated from the time on which there is notification of termination of the operation. If the State administrative agency for business registration under a provincial people's committee issues notification regarding an employer not being an individual, that there is no longer a legal representative or authorized representative to exercise the rights and discharge the obligations of the legal representative as prescribed in article 34.7 of this Code, then the time of termination of the labour contract is calculated from the date on which such notification is provided.
Article 47. Responsibilities of employers in cases of termination of employment contracts 1. At least 15 days prior to the date of the expiry of a definite term employment contract, the employer must give a written notice to the employee regarding the time for such termination. 2. Within 07 working days following the termination of an employment contract, the two parties shall settle all payments in respect of their rights and interests of the two parties; in special cases, such period may be extended, but shall not exceed 30 days. 3. The employer shall be responsible for	**Article 48. Responsibilities on termination of a labour contract** 1. Within fourteen (14) working days after the date of termination of a labour contract, each party is responsible to make full payment of monetary amounts relevant to the interests of the other party, and in the following cases this time-limit may be extended but not beyond thirty (30) days: a) An employer not being an individual terminates its operation; b) The employer restructures, changes its technology or [there are changes] for economic reasons;

completing the verification procedure and return the social insurance book, and other documents of the employee which are kept by the employer. 4. Where an enterprise or cooperative ceases its operation, dissolves, enters into bankruptcy, the wage, severance allowance, social insurance, health insurance, unemployment insurance and other interests of employees as stipulated in the collective bargaining agreement and the signed employment contracts shall be the priority payments.	c) There is a separation, division, consolidation or merger [of the enterprise or co-operative]; or a sale, leasing out, conversion of enterprise type; or a transfer of the ownership or use right of the assets of the enterprise or the co-operative; d)There is a natural disaster, fire, enemy sabotage or dangerous epidemic. 2. If the (employing) enterprise or co-operative terminates its operation, is dissolved or declared bankrupt, then priority shall be given to payment of wages, contributions/premiums to social insurance, health insurance and unemployment insurance, retrenchment allowances and other interests of the employees pursuant to the collective labour agreement and labour contracts which were entered into. 3. The employer is responsible: a) To complete procedures determining [certifying] the period of payment of social insurance and unemployment insurance premiums and to return same to the employee at the same time as returning the originals of other documents which the employer retained from the employee; b) To return copies of documents relevant to the process of the employee's job if the employee so requests. The employer is responsible to pay the costs of copying and sending such data.
Article 50. Invalid labour contracts 1. An employment contract shall be completely invalid in one of the following cases: a) The entire contents of the employment contract are illegal; b) The employment contract is concluded by a person without due competence; c) The work described in the employment contract is prohibited by law. d) The contents of the employment contract restrict or prevent the employee to exercise his/her right to establish, join trade unions and participate in trade union activities. 2. An employment contract shall be partially invalid when a part of its contents is illegal but	**Article 49. Invalid labour contracts** 1. An employment contract shall be completely invalid in one of the following cases: a) The entire contents of the labour contract breach the law; b) A person entering into [signatory to] the labour contract lacked authority or breached the principles on entering into labour contracts prescribed in article 15.1 of this Code; c) The job for which the labour contract was entered into is work prohibited by law. 2. A labour contract is partially invalid when the contents of a part of the contract are illegal without affecting the residual contents of the

does not affect the remaining contents of the employment contract. ~~3. Where the rights of the employee provided by a part or entire employment contract are less than those regulated in the labour law, internal working regulations, collective bargaining agreement that are currently effective, or where the contents of the employment contract restrict other rights of the employee, the part or entire employment contract shall be invalid.~~	contract.
Article 51. Authorities to declare employment contracts as invalid 1. ~~The Labour inspector~~ and People's Court have the right to declare an employment contract invalid. ~~2. The Government regulates the procedures and formalities, under which a labour inspector declares an employment contract as invalid.~~	**Article 50. Authorities to declare employment contracts as invalid** The People's Courts have the right to declare a labour contract invalid.
Article 54. Labour sub-leasing enterprises 1. A labour sub-leasing enterprise shall pay a deposit and obtain a license to operate labour dispatch business. 2. The maximum duration of labour sub-lease is 12 months. 3. The Government shall regulate the issuance of labour dispatch license, making deposit, and the types of work in which the use of sub-lease labour is allowed.	**Article 53 Principles for labour outsourcing [or sub-leasing]** 1. The maximum period of any labour sub-lease of an employee is twelve (12) months. 2. The labour sub-leasing may use the outsourced employee/employee in the following cases: a) To satisfy a temporary, unexpected increase in the need for labour during a specified period; b) To replace an employee during her period of maternity leave or during the time he or she was subject to a work accident, an occupational disease or having to discharge citizens' obligations; c) There is a need to employ an employee/s with high technical skills. 3. The labour sub-lessee is not permitted to use an outsourced employee in the following cases: a) To replace an employee currently exercising the right to strike or resolving a labour dispute; b) Where there is no agreement on liability to pay compensation for a labour accident or occupational disease of the sub-leased employee with the sub-leasing employer;

	c) To replace an employee who is retrenched due to structural or technological changes, for economic reasons or due to a division, separation, consolidation or merger. 4. The labour sub-lessee is not permitted to transfer the sub-leased employee to another employer; and is not permitted to employ sub-leased employees provided by an enterprise without a labour outsourcing licence.
	Article 54 Labour outsourcing enterprises 1. A labour outsourcing enterprise must pay an escrow deposit and must be issued with a labour outsourcing licence. 2. The Government shall provide regulations on the escrow deposit, and the conditions, sequence and procedures for issuance, re-issuance, extension and revocation of a labour outsourcing licence and shall regulate the list of jobs for which labour is permitted to be outsourced
Article 55. Labour sub-lease contract 1. The **Labour sub-lease** enterprise and the hiring party shall conclude a written **Labour sub-lease contract**, which is made in 02 copies; each party shall keep one copy. 2. A **Labour sub-lease contract** shall include the following particulars: a) The work location, the vacancy which will be filled by the dispatched employee, detailed description of the work, and detailed requirements for the sub-leased employee. b) The **Labour sub-lease** duration; the starting date of the dispatch period. c) The time of work and time of rest, specifications on occupational safety and health at the workplace. d) Obligations of each party to the **sub-lease contract** party for each employee. 3. The **Labour sub-lease** shall not include any agreement on the rights and interests of employees which are less favourable than those stipulated in the concluded employment contract between the employee and the **sub-lease** enterprise.	**Article 55. Labour sub-lease contract** 1. The labour outsourcing enterprise and the sub-leasing employer [labour sub-lessee] must sign a labour sub-lease contract in writing, which contract must be made in two copies with each party to receive one copy. 2. A **Labour sub-lease contract** shall include the following particulars: a) Work address, description of the job which requires a sub-leased employee; specific contents of the job, and specific requirements applicable to the sub-leased employee; b) Term of the labour sub-lease, and date of commencement of work by the sub-leased employee; c) Working hours, rest breaks, and conditions on occupational safety and hygiene at the workplace; d) Liability to pay compensation for a labour accident or occupational disease; e) Obligations of all parties owed to the employee. 3. A labour sub-lease contract must not contain agreements on the rights and interests of the employee which are less (favourable)

	than those in the labour contract which the labour outsourcing enterprise signed with the employee.
Article 57. Rights and obligations of the sub-leasing party 1. To inform and guide the sub-leased employee to understand its internal work regulations and other regulations. 2. Not to discriminate against the sub-leased employees, in comparison with its regular employees in respect of the working conditions. 3. To negotiate with the sub-leased employee on working at night or overtime when an agreement on such is not included in the contents of labour sub-lease contract. ~~4.Not to send the sub-leased employee to another employer.~~ 5. To negotiate with the sub-leased employee and the sub-leased enterprise to officially employ the employee while the labour contract between the sub-leased employee and the sub-lease contract has not yet expired. 6. To return the sub-leased employee who does not meet the conditions set out in the labour sub-lease contract or who violates the labour discipline to the sub-lease enterprise. 7. To provide the evidence of violation of work regulations by the dispatched employee to the sub-lease enterprise for disciplinary action.	**Article 57 Rights and obligations of sub-leasing employers** 1. To inform and guide sub-leased employees of the internal labour rules and other regulations of the sub-leasing employer. 2. Not to discriminate regarding labour conditions as between sub-leased employees and other employees of such sub-leasing employer. 3. To reach agreement with any sub-leased employee on night work or overtime in accordance with the provisions of this Code. 4. To reach agreement with the sub-leased employee and the labour outsourcing enterprise to officially recruit the sub-leased employee to work for the sub-leasing employer in a case where the labour contract of the sub-leased employee with the outsourcing enterprise has not yet terminated. 5. To return the employee to the labour outsourcing enterprise if the former fails to satisfy the agreed requirements or is in breach of labour discipline. 6. To provide evidence to the labour outsourcing enterprise of any breach of labour discipline by the sub-leased employee in order to consider disciplinary measures to be taken.
Article 58. Rights and obligations of the sub-leased employee 1. To perform the work in accordance with the labour contract concluded with the labour sub-lease enterprise. 2. To comply with the internal work regulation, labour disciplinary regulations, the lawful management and collective bargaining agreement of the hiring enterprise. 3. To be paid a wage, which is not lower than the wage of a regular employee of the hiring party who has equal qualification and performs the same work or work of equal value. 4. To make complaints to the sub-lease enterprise in case the hiring party violates	**Article 58 Rights and obligations of sub-leased employees** A sub-leased employee has, in addition to the rights and obligations prescribed in article 5 of this Code, the following rights and obligations: 1 To perform work in accordance with the labour contract signed with the labour sub-lease enterprise. 2 To comply with labour discipline and internal labour rules, and to comply with lawful management, executive operation and supervision of the sub-leasing employer. 3 To be paid a wage not lower than the wage of an employee of the sub-leasing employer with the same professional qualifications and

agreements in the labour sub-lease contract. ~~5. To exercise the right to unilaterally terminate the labour contract with the sub-lease enterprise in accordance with Article 37 of this Code~~. 6. To negotiate to conclude an labour contract with the hiring party after terminating the labour contract with the sub-leasing enterprise.	doing the same job or a job of the same value. 4 To make a complaint to the labour outsourcing enterprise if the sub-leasing employer breaches the contents of the labour sub-lease contract. 5 To reach agreement on termination of the labour contract with the outsourcing labour enterprise aimed at entering into a labour contract with the sub-leasing employer.
Chapter IV: APPRENTICESHIP, TRAINING AND OCCUPATIONAL QUALIFICATION AND SKILL IMPROVEMENT	
Article 59. Apprenticeship and vocational training 1. An employee has the rights to choose a vocation, apprenticeship at a workplace which is appropriate to his/her employment demands. 2. The State encourages eligible employers to open vocational training centres, or vocational classes at the workplace in order to train, retrain, and to improve occupational qualifications and skills of its current employees and to provide vocational training for other trainees in accordance with the laws on vocational training.	**Article 59 Vocational [trade] training and development of vocational skills** 1.Employees/employees have the right to themselves select vocational training and participation in assessment and recognition of their national occupational/trade skills and development of such skills suitable for their own job requirements and ability. 2. The State encourages employers with sufficient conditions to provide vocational training and to develop vocational skills of the employees working for such employer and for other employees in society via the following activities: a) Setting up a vocational training establishment or opening vocational training classes at the workplace in order to train, re-train, foster and raise job and professional skills and standards for the employees; or by co-ordinating with a vocational education establishment to arrange training classes at the preliminary, intermediate and college levels and other occupational training programs in accordance with regulations; (b) Arranging vocational skills exams for employees; joining vocational skills councils; forecasting demand for and formulating occupational skill standards; arranging assessments and recognition of occupational skills; and developing the professional capacity of employees/employees.
Article 61. Apprenticeship and on-the-job training to work for the employer 1. An employer who recruits trainees or apprentices in order to employ them for work is not required to register such vocational training	**Article 61. Apprenticeship and practical training in order to work for an employer** 1. Apprenticeship in order to work for the employer means the employer recruits a employee to train him or her in the workplace.

activity and shall not charge fees for such training. In this case, the trainees or apprentices shall be of at least 14 years of age, and must be in appropriate health for the occupation except in the case of certain occupations as stipulated by the Ministry of Labour, Invalids and Social Affairs. The two parties must enter into a vocational training contract, which shall be made in 02 copies and each party shall keep 01 copy. 2. During the period of apprenticeship or on-the-job training, if the apprentice or the on-the-job trainee directly makes, or participates in the making of qualified products, he/she shall be paid a wage at a rate agreed by the two parties. 3. Upon the expiry of the apprenticeship or on-the-job training period, both parties must enter into an employment contract when the conditions stipulated in this Code are satisfied. ~~4.The employer shall create favourable conditions for the employee to participate in an occupational skills exam in order to receive a national vocational certificate.~~	The duration of an apprenticeship shall be based on the training program at each level in accordance with the Law on Vocational Education. 2. Providing practical training to a trainee in order to work for the employer means the employer recruits the trainee to guide him or her in job training and practical training depending on the particular work or job, at the workplace. The duration of the practical training must not exceed three (3) months. 3. Employers who recruit people for apprenticeship or practical training to work for such employer are not required to register vocational education activities, must not collect tuition fees, and must sign training contracts in accordance with the provisions of the Law on Vocational Education. 4. Apprentices and trainees undergoing practical training must be aged a full fourteen (14) years or more and must have health adequate for the requirements of the apprenticeship or practical training. Apprentices and trainees for jobs on the list of heavy, hazardous, toxic or dangerous jobs or extremely heavy, toxic and dangerous jobs issued by the Minister of Labour must be aged a full eighteen (18) years or more except in the sectors of the arts, physical training and sports. 5. If during the period of apprenticeship or practical training the apprentice or trainee directly makes or participates in labour then the employer must pay such person a wage at a rate agreed by the two parties. 6. At the end of the apprenticeship or practical training period, the two parties must enter into a labour contract if all conditions prescribed in this Code are satisfied.
CHAPTER V: DIALOGUE AT WORKPLACE, COLLECTIVE BARGAINING, COLLECTIVE BARGAINING AGREEMENTS	
Đối thoại tại nơi làm việc **DIALOGUE AT WORKPLACE**	
Article 63. Purposes and forms of dialogue at the workplace 1. Dialogue at the workplace aims at sharing information and strengthening understanding between employers and employees for the development of labour relations at the	**Điều 63. Tổ chức đối thoại tại nơi làm việc** 1. Discussion at the workplace means sharing information, consulting, discussing and exchanging opinions as between the employer and the employees or organizational representing the employees on issues relevant

workplace. 2. Dialogue at the workplace is conducted through direct communication between employees and employers or between employee's collective representatives and employers, ensuring the implementation of the regulations on democracy at the workplace. 3. Employers and the employees are responsible for implementing regulations on grassroots democracy at the workplace in accordance with the Government regulations.	to the rights, interests and interests of the parties in the workplace, aimed at strengthening understanding, cooperation and mutual effort towards solutions solving problems in the joint interest [mutual interest]. 2. Employers must arrange discussions at the workplace in the following cases: (a) Periodic discussion, at least once each year; (b) Discussion when requested by either or both parties; (c) In the cases prescribed in articles 36.1(a), 42, 44, 93, 104, 118 and 128.1 of this Code. 3. Employers and employees or organizations representing employees are encouraged to undertake discussions in addition to those prescribed in clause 2 above. 4. The Government shall regulate the arrangement of discussions and the implementation of the democratic regulations at the grassroots level at the workplace.
Article 65. Conducting dialogue at the workplace 1. Dialogue at the workplace is carried out periodically once every 3 months or at the request of either party. 2. The employer is responsible for arranging the venue and other material conditions for dialogue at the workplace.	
Article 64. Issues for dialogue at the workplace 1. Business and production situation of the employer. 2. Implementation of the employment contract, collective bargaining agreement, other commitments and agreements, as well as other regulations at the workplace. 3. Working conditions. 4. Request of employees and employee's collective to the employer. 5. Request of employer to the employees and employee's collective. 6. Other issues of concern to the two parties.	**Article 64. Contents of discussion at workplaces** 1. The contents of discussion at the workplace prescribed in article 63.2 of this Code are compulsory. 2. In addition to the compulsory discussion items prescribed in clause 1 above, the parties may select one or more of the following items to be discussed: a) Status of production and business of the employer; b) Performance of labour contracts, of the collective labour agreement, of internal labour rules and other regimes/rules, and of other undertakings and agreements at the workplace; c) Working conditions; d) Requests to the employer from the employees and organizations representing employees; e) Requests from the employer to the employees and to organizations representing employees; f) Other matters in which either or both parties are interested.

Thương lượng tập thể COLLECTIVE BARGAINING	
Điều 67. Nguyên tắc thương lượng tập thể **Article 67. Principles of collective bargaining** 1. Collective bargaining shall be carried out on the basis of the principles of good faith, equality, cooperativeness, openness to the public and transparency; 2. Collective bargaining shall be carried out on a periodical or ad-hoc basis; 3. Collective bargaining shall be carried out at a place agreed to by the two parties.	**Article 66. Principles for collective bargaining** Collective bargaining is conducted on the principles of voluntariness, co-operation, goodwill, equality, publicity and transparency.
Article 70. Issues for collective bargaining 1. Wage, bonus, allowance and wage increase. 2. Time of working and time of rest; overtime work, breaks between shifts. 3. Employment security for the employees 4. Occupational safety and health; the implementation of the internal work regulations; 5. Other issues of concern to the two parties.	**Article 67. Matters subject to collective bargaining** The parties engaging in collective bargaining may choose one or more of the following matters on which to conduct collective bargaining: 1. Wages, allowances, wage rises, bonuses, meal allowances and other regimes. 2. Labour rates and working hours, holidays, overtime and rest breaks between shifts. 3. Ensuring job security for employees. 4. Ensuring occupational safety and hygiene, and implementation of the internal labour rules. 5. Operational conditions and methods [means] of organizations representing employees; and the relationship between the employer and organizations representing employees. 6. Regimes and methods for preventing or resolving labour disputes. 7. Ensuring gender equality, protection of maternity, annual leave, and prevention of violence and sexual harassment at the workplace. 8 Other matters which are of interest to either or both parties
Article 68. Right to request collective bargaining 1. Each party has the right to request collective bargaining and the requested party must not refuse the request. Within 07 working days	**Article 70. Sequence for collective bargaining at the enterprise** 1 When there is a request for collective bargaining made by the organization representing employees at the grassroots level

from the day on which the request is received the parties shall agree upon the starting time for the negotiation meeting. 2. In case a party is unable to participate in the negotiation meeting at the time specified in accordance with above agreement, that party has the rights to request to postpone the bargaining for a period of no more than 30 days from the date of receiving the request for collective bargaining. 3. In case one party refuses the bargaining or does not conduct the bargaining within the timeline indicated in this Article, the other party has the right to initiate the procedures to request labour dispute settlement as regulated by law.	which has the right to make such request as prescribed in article 68 of this Code or where a request is made by the employer, the party receiving such request is not permitted to refuse collective bargaining. Within seven (7) working days after receipt of a request for collective bargaining and the items to be negotiated, the parties shall reach agreement on the location and time for commencing the collective bargaining session. The employer is responsible to arrange the time, location and other necessary conditions in order to hold the collective bargaining session. The commencement time of the collective bargaining session must be no later than thirty (30) days after receipt of the request for collective bargaining.
	Article 68. Right to conduct collective bargaining of organizations representing the employees at the grassroots level at the enterprise 1. An organization representing employees at the grassroots level has the right to require the conduct of collective bargaining when it has the minimum ratio of its members over the total number of employees at the enterprise as prescribed in Government regulations. 2. If there are several organizations representing employees at the grassroots level which satisfy the provision in clause 1 above, then the organization with the most members at the enterprise ["the most representative organization"] is the organization with the right to require conduct of collective bargaining. Other organizations representing employees at the grassroots level have the right to participate in collective bargaining arranged by the most representative organization when the latter consents. 3. If an enterprise has several organizations representing employees at the grassroots level but no such organization satisfies the provision in clause 1 above, then such organizations have the right to voluntarily coordinate with each other in requiring the conduct of collective bargaining, but the total number of members of such organizations must satisfy

	the minimum ratio prescribed in clause 1 above. 4. The Government shall provide regulations on resolution of disputes between the parties about the right [to require the conduct of] collective bargaining.
Article 69. Representatives of the parties to the collective bargaining 1. Representatives of the parties to the collective bargaining are regulated as follows: a) The representative for the employee's collective in collective bargaining at the enterprise level shall be the representative organization of the employee's collective at grassroots level; at sectoral level, this shall be the representative of the executive committee of the sectoral trade union. b) The representative on the employer's side in collective bargaining at the enterprise level shall be the employer or the representative of the employer; at the sectoral level, this shall be the representative of sectoral employers' organization. 2. The number of representatives of each party participating in the negotiation meeting shall be agreed by the two parties.	**Article 69. Representation at collective bargaining at the enterprise** 1. The number of people of each party participating in collective bargaining shall be as agreed upon by the parties. 2. The composition of participants of one party in collective bargaining shall be as decided by such party. If the employer's party has a number of representative organizations participating in the collective bargaining as prescribed in article 68.2 of this Code, then such representative organizations have the right to request negotiation to decide on the number of representatives of each participating group. If the employees' party has a number of representative organizations participating in the collective bargaining pursuant to article 68.3 of this Code, then the number of representatives from each such organization shall be as agreed by the organizations. If the organizations are unable to reach agreement, then the number of representatives from each such organization shall be determined on the basis of the ratio of the number of members of each organization over the total number of members of all the organizations. 3. Each collective bargaining party has the right to invite its higher level representative organization to appoint people to participate being collective bargaining representatives and the other party is not permitted to refuse same. The number of collective bargaining representatives of either party is not permitted to exceed the number prescribed in clause 1 above, unless the other party consents.
Article 71. Process for collective bargaining 1. The preparatory process for collective bargaining is stipulated as follows: a) At least 10 days before the negotiation	**Article 70. Process for collective bargaining** 1. When there is a request for collective bargaining made by the organization representing employees at the grassroots level

meeting, at the request of the employee's collective, the employer shall provide information on the operation and business situation, with the exception of business secrets, technological secrets of the employer. b) Collecting comments of the employees. The representative of the employee's collective shall solicit comments directly from the employee's collective or indirectly through a congress of the employees' delegates on the employees' proposals to the employer and employer's proposals to the employee's collective. c) Notification of issues for collective bargaining. No later than 05 working days prior to the start of the negotiation meeting, the party which has requested collective bargaining must notify the other party of the proposed issues for negotiation, in writing. 2. The process of collective bargaining is stipulated as follows: a) Organization of negotiation meetings The employer shall be responsible for arranging the negotiation meetings at the time and venue agreed on by both parties. Minutes of the negotiation meetings must be taken and these must specify the issues which have been agreed upon by the two parties, as well as a tentative time for signing an agreement on these issues; and issues that remain controversial. b) Minutes of the negotiation meetings must be signed by the representative of the employee's collective, the employer and the preparer of the minutes. 3. Within 15 days from the conclusion of the collective bargaining meetings, the representative of the employee's collective must widely and publicly disseminate the minutes of the negotiation meeting to the employee's collective for their information and organize a vote for employees to approve on the agreed issues. 4. In case the negotiation does not succeed, either party may request to continue the negotiation or may initiate the labour dispute settlement procedures as prescribed in this	which has the right to make such request as prescribed in article 68 of this Code or where a request is made by the employer, the party receiving such request is not permitted to refuse collective bargaining. Within seven (7) working days after receipt of a request for collective bargaining and the items to be negotiated, the parties shall reach agreement on the location and time for commencing the collective bargaining session. The employer is responsible to arrange the time, location and other necessary conditions in order to hold the collective bargaining session. The commencement time of the collective bargaining session must be no later than thirty (30) days after receipt of the request for collective bargaining. 2. The duration of collective bargaining must not exceed ninety (90) days from the commencement date, unless the parties reach some other agreement. The time which employees' representatives spend at collective bargaining sessions must be calculated as working time entitled to payment of wages. Where employees are members of an organization representing employees participating in a collective bargaining session, then the time spent to attend such sessions shall not be calculated in the time prescribed in article 176.2 of this Code. 3. If during the collective bargaining process there is a request from a representative of the employees, then within ten (10) days after the date of such request, the party being the employer is responsible to provide information about the status of production and business activities or about other matters directly related to the matter subject to collective bargaining within the scope of the enterprise, aimed at creating favourable conditions for the collective bargaining, but is not obliged to provide information about business secrets or technology secrets of the employer. 4. Organizations representing employees at the grassroots level have the right to hold discussions and obtain opinions from employees on the matters [subject to collective

Code.	bargaining], on the methods for proceeding with same and on the results of such bargaining process. Organizations representing employees at the grassroots level shall decide the time, location and method of holding such discussions and obtaining opinions from the employees, but without adversely affecting the normal production and business operation of the enterprise. The employer is responsible not to cause difficulties or to hinder or interfere in the process of any organization representing employees discussing and obtaining opinions from employees. 5. Minutes of a collective bargaining session must be prepared, specifying the matters on which the two parties have reached agreement, and the matters on which they still have different opinions. Such minutes must be signed by the representatives of the negotiators and by the person preparing the minutes. An organization representing employees at the grassroots level must publicly and widely announce the minutes of the collective bargaining session to all employees
	Article 71. Unsuccessful collective bargaining 1. Collective bargaining is deemed unsuccessful in any one of the following cases: a) One of the parties refuses or fails to conduct negotiation within the time-limit prescribed in article 70.1 of this Code; b) The time-limit prescribed in article 70.2 has expired without the parties reaching any agreement; c) The time-limit prescribed in article 70.2 has not expired and the two parties jointly decide and announce that the collective bargaining has not resulted in an agreement. 2. If collective bargaining is unsuccessful, the parties shall conduct procedures to petition for labour dispute resolution in accordance with the provisions of this Code. During the period in which the labour dispute is being resolved, an organization representing employees is not

	permitted to hold a strike.
	Article 72. Industry collective bargaining, and collective bargaining involving participation of multiple enterprises [multi-enterprise collective bargaining] 1. The principles and matters subject to industry collective bargaining and multi-enterprise collective bargaining are implemented in accordance with the provisions in articles 66 and 67 of this Code. 2. The process and method for conducting industry collective bargaining and multi-enterprise collective bargaining shall be as agreed and decided by the parties, and shall include reaching agreement on conducting collective bargaining via a collective bargaining Council as prescribed in article 73 of this Code. 3. The representatives to participate in negotiation during industry collective bargaining shall be as decided by the industry trade union and the industry level organization representing the employer. The representatives to participate in negotiation during multi-enterprise collective bargaining shall be as decided by the negotiating parties on the basis of voluntariness and reaching agreement
	Article 73. Multi-enterprise collective bargaining via a collective bargaining Council 1. On the basis of consensus, the parties to multi-enterprise collective bargaining may request the provincial people's committee in the locality where the participating enterprises have their headquarters or if such enterprises have their headquarters in a number of provinces and cities under central authority then in the location selected by the parties, to establish a collective bargaining Council to conduct such bargaining. 2. On receipt of a request from multi-enterprise collective bargaining parties, the provincial people's committee shall make a decision establishing a collective bargaining Council to hold the collective bargaining. Such Council shall comprise: (a) A chairman as decided by the parties who

	is responsible for co-ordinating the activities of the Council and for assisting the parties to conduct the collective bargaining; (b) Representatives of the negotiating parties as appointed by each party., The number of such representatives of each party shall be as agreed by the parties; (c) Representative of the provincial people's committee. 3. The Council shall hold negotiation as requested by the parties and to automatically terminate its activities when a multi-enterprise collective labour agreement is entered into or as agreed by the parties. 4. The Minister of Labour, War Invalids and Social Affairs shall regulate the functions, duties and operation of the collective bargaining Council.
Article 72. Responsibilities of the trade union, the employer's representative organization and the labour management authority in collective bargaining 1. To organize training courses on collective bargaining skills for those who participate in collective bargaining. 2. To participate in the negotiation meetings when requested by either of the parties to the collective bargaining. 3. To provide and facilitate the exchange of information related to collective bargaining.	**Article 74. Responsibilities of the provincial people's committee during collective bargaining** 1. To organize training and fostering on collective bargaining skills for participants in collective bargaining. 2. To formulate and provide information and data on socio-economics, the labour market and labour relationships in order to assist and promote collective bargaining. 3. On its own initiative or on request by the negotiators, to provide support to help the parties reach an agreement during the collective bargaining process; and in the absence of any request, the provincial people's committee shall only provide support if both parties agree for same. 4. To establish a collective bargaining Council with multi-enterprises on request by the negotiators as prescribed in article 73 of this Code.
COLLECTIVE BARGAINING AGREEMENTS	
Article 74. The signing of collective bargaining agreements 1. A collective bargaining agreement is signed between the representative of the employee's collective and the employer or the	**Article 76. Obtaining opinions in favour and signing a collective labour agreement** 1. Before an enterprise collective labour agreement is signed/entered into, the draft agreement as negotiated by the parties must be

representative of the employer. 2. The collective bargaining agreement shall be signed only when the parties have reached an agreement at the negotiation meetings and: a) Over 50% of the employee's collective have voted in favour of the issues which have been agreed, in regard to collective bargaining agreements at enterprise level; b) Over 50% of the representatives of the executive committee of the grassroots trade union or upper level trade union have voted in favour of the issues which have been agreed, in regard to sectoral collective bargaining agreements. c) The signing of other types of collective bargaining agreements shall follow Government regulations. 3. The employer must make publicly available the concluded collective bargaining agreement to all employees.	provided to obtain opinions in favour from all the employees in the enterprise. An enterprise collective labour agreement may only be entered into when more than 50% of the employees of the enterprise vote in favour of it. 2. In the case of an industry collective labour agreement, the people from whom an opinion in favour must be obtained shall be all members being leaders of the organizations representing employees in all enterprises participating in the negotiation. An industry collective labour agreement may only be entered into when more than 50% of the total people from whom votes are taken are in favour of it. In the case of a multi-enterprise collective labour agreement, the people from whom an opinion in favour must be obtained shall be all employees in the enterprises taking part in the bargaining or all members being leaders of the organizations representing employees in the enterprises participating in the negotiations. Only enterprises with above 50% of the people from whom votes were taken in favour may sign a multi-enterprise collective labour agreement. 3. The organization representing employees shall make a decision on the time, location and method for obtaining opinions and voting on the draft collective labour agreement but must not adversely affect the normal production and business operation of enterprises participating in the negotiations. Employers are not permitted to cause difficulties, hinder or interfere in the process of such organization obtaining opinions and voting on the draft agreement. 4. Collective labour agreements shall be entered into by the legal representatives of the negotiating parties. If a multi-enterprise collective labour agreement is reached via the collective bargaining Council, then it shall be signed by the chairman of such Council and by the legal representatives of the negotiating parties. 5. A collective labour agreement must be sent to each signing party and to the specialized
Article 83. The signing of collective bargaining agreements at enterprise level 1. The signatories to a collective bargaining agreement at enterprise level are regulated as follows: a) The signatory on the employee's collective side shall be the representative of the employee's collective at grassroots level; b) The signatory on the employer's side shall be the employer or the representative of the employer. 2. The collective bargaining agreement at enterprise level shall be made into 05 copies, of which: a) Each party keeps 01 copy; b) 01 copy shall be sent to the State management agency in accordance with Article 75 of this Code; c) 01 copy shall be sent to the immediate upper level trade union, and 01 copy to the representative organization of which the employer is a member.	

Article 87. Signing of sectoral collective bargaining agreements 1. The signatories to a collective bargaining agreement at sectoral level are regulated as follow: a) The representative of the employee's collective shall be the Chairperson of the Sectoral Trade Union. b) The representatives on the employer's side shall be the representative of the employers' representative organization participating in the sectoral collective bargaining. 2. The collective bargaining agreement shall be made into 04 copies, of which: a) Each party keeps 01 copy; b) 01 copy shall be sent to the State agency in accordance with Article 75 of this Code; c) 01 copy shall be sent to the immediate upper level trade union.	agency for labour under the provincial people's committee prescribed in article 77 of this Code. In the case of an industry collective labour agreement and a multi-enterprise collective labour agreement, each employer and each organization representing employees in the enterprises participating must receive one copy. 6. After a collective labour agreement is signed, the employer must publicly announce it for the information of all employees. 7. The Government shall provide detailed regulations on this article.
Article 75. Submission of collective bargaining agreements to the state management authority Within 10 days from the date of signing, the employer or the employer's representative must submit a copy of the collective bargaining agreement to: 1. The provincial labour management authority, in regard to collective bargaining agreements at the enterprise level. 2. The Ministry of Labour, Invalids and Social Affairs, in regard to sectoral collective bargaining agreements and other types of collective bargaining agreements.	**Article 77. Sending copies of a collective labour agreement** Within ten (10) days after the date of signing a collective labour agreement, the employer/s participating in such agreement must send one (1) copy of it to the specialized agency for labour under the provincial people's committee.
Article 76. Effective date of collective bargaining agreements The date on which a collective bargaining agreement comes into effect shall be indicated in the agreement. In case the signing date is not indicated in the collective bargaining agreement, the agreement shall take effect from the date of signing.	**Article 78. Effective date and term of collective labour agreement** 1. The effective date of a collective labour agreement shall be as agreed by the parties and must be recorded in the agreement. If the parties are unable to reach agreement, then the effective date of the collective labour agreement shall be the date of signing.
Article 85. Duration of enterprise-level collective bargaining agreements	The parties must respectfully implement a collective labour agreement after it has been

An enterprise-level collective bargaining agreement can have a duration of from 01 year to 03 years. In an enterprise where a collective bargaining agreement is established for the first time, the duration of this agreement may be less than 01 year.	signed. 2. An enterprise collective labour agreement is effective and applicable to the employer and all the employees of the enterprise. An industry collective labour agreement and a multi-enterprise collective labour agreement are effective and applicable to all the employers and employees of the enterprises participating in such collective labour agreement.
Article 89. Duration of sectoral collective bargaining agreements A sectoral collective bargaining agreement can have a duration of from 1 to 3 years.	3. The term of a collective labour agreement shall be from one (1) year up to three (3) years. The specific term shall be as agreed by the parties and recorded in the agreement. The parties have the right to reach agreement on different effective terms for different contents of a collective labour agreement.
Article 84. Implementation of enterprise-level collective bargaining agreements	**Article 79. Implementation of a collective labour agreement at the enterprise**
Article 86. Implementation of collective bargaining agreement in cases of transfer of ownership, management rights, right to use of enterprises, merger, unification, division or separation of enterprises 1. In cases of merger, unification, division or separation of enterprises, or transfer of ownership, right to manage, or right to use of an enterprise, the succeeding employer and the representative of the employee's collective shall, on the basis of the labour utilization plan, consider to agree to the continuous implementation or amendment of the old collective bargaining agreement or to enter into a new collective bargaining agreement. 2. In case the validity of a collective bargaining agreement is terminated because the employer ceases its operation, the rights and interests of the employees shall be dealt with in accordance with the labour law.	**Article 80 Implementation of an enterprise collective labour agreement in a case of separation, division, consolidation or merger [of the enterprise]; or a sale, leasing out, conversion of enterprise type; or a transfer of the ownership or use right of the assets of the enterprise** 1 In a case of separation, division, consolidation or merger [of the enterprise]; or a sale, leasing out, conversion of enterprise type; or a transfer of the ownership or use right of the assets of the enterprise, the next employer and the organization representing the employees have the right to conduct collective bargaining pursuant to article 68 of this Code based on the labour usage plan, in order to consider and select to continue implementing the old enterprise collective or to amend it, or to negotiate and sign a new such agreement. 2 If an enterprise collective labour agreement becomes invalid because the employer terminates its [the employer's] operation, the interests of the employees shall be resolved in accordance with provisions of law.
Article 88. Relationship between enterprise-level collective bargaining agreements and sectoral collective bargaining agreements 1. Where the contents of an enterprise-level	**Article 81. Relationship between an enterprise collective labour agreement and an industry collective labour agreement and a multi-enterprise collective labour**

collective bargaining agreement or other regulations of the employer on the lawful rights, responsibilities and interests of the enterprise's employees are less favourable than those stipulated in the sectoral collective bargaining agreement, the enterprise-level collective bargaining agreement shall be revised accordingly within 03 months from the date on which the sectoral collective bargaining agreement comes into effect. 2. Enterprises which are subject to the governance of a sectoral collective bargaining agreement but have not established enterprise-level collective bargaining agreements may establish the enterprise-level collective bargaining agreements with more favourable terms and conditions for employees than those stipulated in the sectoral collective bargaining agreement. 3. Enterprises within the sector which have not participated in the sectoral collective bargaining agreement are encouraged to implement the sectoral collective bargaining agreement.	**agreement** 1. If the enterprise collective labour agreement, multi-enterprise collective labour agreement and industry collective labour agreement have different provisions on the rights, obligations and interests of the employees, then the contents [provisions] which are most beneficial to the employees shall be implemented. 2. An enterprise which is subject to an industry collective labour agreement or multi-enterprise collective labour agreement and which does not yet have an enterprise collective labour agreement may formulate such enterprise collective labour agreement with provisions more beneficial to the employees compared to the industry collective labour agreement or multi-enterprise collective labour agreement. 3. Enterprises not yet parties to an industry collective labour agreement or multi-enterprise collective labour agreement are encouraged to implement the provisions of either of such agreements which are most beneficial to the employees.
Article 77. Amendment and supplementation of collective bargaining agreements ~~1. The parties have the rights to amend and supplement a collective bargaining agreement within the following timeline:~~ ~~a) After 03 months of implementation, with regard to collective bargaining agreements which have effective duration of less than 01 year.~~ ~~b) After 06 months of implementation, with regard to collective bargaining agreements which have effective duration of from 01 year to 03 years.~~ 2. In case a change in legal provisions results in the collective bargaining agreement being unsuitable with the new law, the two parties must make amendments and supplements to the collective bargaining agreement within 15 days from the date on which the legal provisions come into effect. During the process of amending and supplementing the collective bargaining agreement, the rights and interests of the	**Article 82. Amendments and additions to collective labour agreement** 1. An amendment or addition to a collective labour agreement may only be made by voluntary agreement by the parties and via collective bargaining. The amendment or addition to the collective labour agreement shall be made the same as negotiating and signing of a collective labour agreement. 2. If there is a change of law resulting in a collective labour agreement becoming inconsistent with provisions of law, then the parties must amend or supplement such agreement for compliance with the new provisions of law. During the period of making amendments or additions to the collective labour agreement, the rights and interests of employees shall be implemented in accordance with law.

employees will be ensured in accordance with the law.	
Article 81. Expiry of collective bargaining agreements Within 03 months prior to the expiry date of a collective bargaining agreement, the two parties may negotiate to extend the duration of the collective bargaining agreement or to enter into a new collective bargaining agreement. Where the collective bargaining agreement expires while the negotiation process is still on-going, it shall continue to be implemented for a maximum duration of 60 days.	**Article 83. Expired collective labour agreement** Within ninety (90) days prior to the expiry date of a collective labour agreement, the parties may negotiate to extend the term of such agreement or they may enter into a new agreement. If the term is extended, then opinions in favour from the employees must be obtained pursuant to article 76 of this Code. When a collective labour agreement expires and the parties are continuing to negotiate, the old agreement shall continue to be implemented for a period not to exceed ninety (90) days after the date of expiry of the collective labour agreement, unless the parties have some other agreement.
	Article 84. Extension of the applicable scope of an industry collective labour agreement or multi-enterprise collective labour agreement 1. When an industry collective labour agreement or multi-enterprise collective labour agreement has an applicable scope of above 75% of the employees or above 75% of the enterprises in the same industry or sector within an industrial zone, economic zone, export processing zone or high-tech zone, then the employer or organization representing employees [may] request the competent State agency to make a decision extending the applicable scope of part or all of such agreement to other enterprises in the same industry or sector within the industrial zone, economic zone, export processing zone or high-tech zone. 2. The Government shall provide detailed regulations on clause 1 above; and regulate the sequence, procedures and authority to issue a decision expanding the applicable scope of a collective labour agreement as prescribed in clause 1 above.
	Article 85. Accession to or withdrawal from an industry collective labour agreement or multi-enterprise collective labour agreement 1 An enterprise may accede to an industry

	collective labour agreement or multi-enterprise collective labour agreement when there is consent from all the employers and the organizations representing employees in the enterprises which are members of such agreement, except in the case prescribed in article 84.1 of this Code. 2 An enterprise which is a member of an industry collective agreement or multi-enterprise collective labour agreement may withdraw from such agreement if there is consent from all employers and organizations representing employees in the enterprises which are members of such agreement, except in cases of special difficulty during business and production activities. 3 The Government shall provide detailed regulations on this article.
CHƯƠNG VI: TIỀN LƯƠNG **CHAPTER 6: WAGES**	
Article 92. The National Wage Council 1. The National Wage Council is an advisory body for the Government and is composed of representatives of the Ministry of Labour, Invalids and Social Affairs, Vietnam General Confederation of Labour, and employers' organizations at central level.	**Article 92. The National Wage Council** 1. The National Wage Council is an agency which advises the Prime Minister of the Government on the minimum wage rate and on wage policies applicable to employees. 2. The Prime Minister of the Government establishes the National Wage Council which is composed of representatives from the Ministry of Labour, War Invalids and Social Affairs, Vietnam General Confederation of Labour and a number of organizations representing employers at the central level and independent experts. 3. The Government provides regulations on the functions, duties, organizational structure and operation of the National Wage Council.
Article 93. Development of wage scale, wage table and work norms 1. Based on the principles for the development of wage scale, wage table, and work norms that are stipulated by the Government, an employer shall develop the wage scale, wage table, and work norms which are to be used as the basis for the recruitment and employment of	**Article 93. Formulation of wage scales, wage tables and labour rates** 1. An employer must formulate wage scales, wage tables and labour rates as the bases for recruiting and employing employees and reaching agreement with them on the wage rate in accordance with the job or title stipulated in their labour contract, and on

employees, and to negotiate the wage in the employment contract, and to pay wages to employees. 2. In developing the wage scale, wage table and work norms, the employer must consult the representative organization of the employee's collective at grassroots level and make this information publicly available at the workplace before implementation, and send the wage scale, wage table and work norms to the state labour management authority at the district level where the employer's office is located.	payment of such wages to employees. 2. Labour rates must be the average rates, ensuring that a large number of employees are able to achieve same without having to extend their normal working hours, and rates must be tested for application prior to official promulgation. 3. The employer must, when formulating wage scales, wage tables and labour rates, seek an opinion from the organization representing employees at the grassroots level in the case of locations [enterprises] which have such an organization. Wage scales, wage tables and labour rates must be publicly announced at workplaces prior to their implementation.
Article 94. Forms of wage payment 1. Employer has the right to select the form of wage payment by time, by piece rate or by piece work. The selected form of payment must be maintained for a certain period of time. The employer shall give an advance notice to the employees of at least 10 days for any change in the form of wage payment. 2. Wage is paid in cash or into the employee's personal bank account. In case the wage payment is made to a bank account, the employer must negotiate with the employee on any costs related to opening and maintaining the account. **Article 95. Wage payment due time** 1. An employee who receives an hourly, daily or weekly wage shall be paid upon the completion of the hour, day or week of work, or paid in a lump sum as agreed by the two parties, but at least once every 15 days. 2. An employee who receives a monthly wage shall be paid once a month or once every fortnight. 3. The employee who receives wage for piece work or at piece rate shall be paid in accordance with the agreement of the two parties; if the work is done over a number of months, the employee is entitled to an advance wage payment every month for the work completed during the month. **Article 96. Principles for wage payment**	**Article 94. Principles for payment of wages** 1. Employers must pay the wage in full and on time and directly to the employee. If an employee is unable to receive his or her wage directly, then the employer may pay same to another person lawfully authorized by such employee. 2. Employers must not restrict or interfere with the right of employees to decide how to spend their wages and must not use force or coerce employees to spend their wages on the purchase of goods sold or use of services provided by the employer or by a unit appointed by the employer. **Article 95. Payment of wages** 1. Employers pay wages to employees based on the wage agreed in the labour contract, and on productivity and the quality of completion of work. 2. Wages stipulated in the labour contract and wages to be paid to employees must be stipulated in Vietnamese dong [VND], and [wages paid to] employees being foreigners in Vietnam may be paid in foreign currency. 3. On each occasion of payment of wages, the employer must provide a list of the wage payment to the employee recording wage payment, overtime wage payments, night work wage payments, and the items and amount of money withheld or deducted (if any).

An employee shall be fully paid on time as agreed and direct manner. In exceptional cases where a timely payment is not possible, the delay in wage payment must not exceed 01 month and the employer must pay the employee an additional amount of at least equal to the deposit interest rate announced by the State Bank of Vietnam at the time of wage payment.	**Article 96. Method of payment of wages** 1. The employer and the employee shall reach agreement on the method of payment of wages calculated by reference to time or by reference to products produced or completed pieces of work. 2. Wages may be paid in cash or via the personal account of an employee opened at a bank. In the case of payment via a personal account of the employee opened at a bank, the employer must pay the service fees for opening the bank account and for remitting wages [into the bank account]. 3. The Government shall provide detailed regulations on this article. **Article 97. Periodic payment of wages** 1. An employee entitled to a wage calculated by reference to hours, days or weeks shall be paid at the end of the working hour, day or week or shall be paid a lump sum as agreed by the two parties, provided that one payment of wages is made at least every fifteen (15) days. 2. An employee entitled to a wage calculated by reference to months shall be paid either monthly or half-monthly. The time for payment of wages shall be as agreed by the two parties but must be fixed for a specified time in a cycle. 3. An employee entitled to a wage calculated on the basis of products produced or completed pieces of work shall be paid in accordance with the agreement reached between the two parties; if the work to be performed must be carried out over many months, the employee is entitled to monthly payments in advance calculated on the amount of work performed within the month. 4. In a special case as a result of a force majeure event after which the employer sought all remedial measures but was unable to pay wages on time, payment must not be more than thirty (3) days late; and if wages are paid fifteen (15) or more days late then the employer must compensate the employee by paying a sum of money equal to at least interest on the amount paid late at the rate for

	raising deposits with a term of one (1) month as announced at the time of payment by the bank where the employer has opened its account for payment of wages to employees.
Article 98. Wage during work suspension Where the work has to be suspended, the employee is paid as follows: 1. If due to the fault of the employer, the employee shall be paid the full wage; 2. If due to the fault of the employee, the employee shall not be paid; other employees in the same unit who had to suspend their work shall be paid a wage as agreed on by the two parties, which shall not be lower than the regional minimum wage as provided by the Government; 3. If due to the electricity or water supply malfunction which is not due to the fault of the employer or the employee, or in the event of force majeure such as natural calamities, fires, dangerous epidemics, wars, relocation of the workplace as requested by the competent State authority, or due to economic reasons, the wage paid during work suspension shall be agreed by the two parties, but shall not be lower than the regional minimum wage as provided by the Government.	**Article 99. Wages on ceasing work** In the case of suspension of work, the employee is paid as follows: 1. If ceasing work was due to the fault of the employer, the employee is entitled to payment of the full monetary wage in accordance with the labour contrac; 2. If ceasing work was due to the fault of the employee, the employee is not entitled to payment of wages; and other employees in the same unit who also have to cease work shall be paid wages at a rate agreed on by the two parties but not less than the minimum wage rate ; 3. If ceasing work was due to the fault of the employee, the employee is not entitled to payment of wages; and other employees in the same unit who also have to cease work shall be paid wages at a rate agreed on by the two parties but not less than the minimum wage rate: a) If work was ceased for fourteen (14) or less working days, then the wage for ceasing work shall be as agreed but not less than the minimum wage rate ; b) If work was ceased for more fourteen (14) working days then the wage for ceasing work to be paid shall be as agreed by the two parties but ensuring that the wage for ceasing work in the first fourteen (14) days is not lower than the minimum wage rate .
Article 100. Wage advances 1. An employee may receive a wage advance in accordance with conditions agreed on by the two parties. 2. An employer must make the advance payment to the employee for the number of days the employee is temporarily absent from work in order to perform citizens' obligations for a period of 01 week or longer, but the advance shall not exceed 01month wage. The employee must reimburse the wage advance,	**Article 101. Payment of wages in advance** 1. An employee is entitled to be paid wages in advance in accordance with the conditions agreed by both parties and shall not be charged interest. 2. The employer must pay wages in advance to an employee who is temporarily absent from work due to discharging citizen's obligations, for the number of days of temporary absence from one or more week but at a maximum of one (1) month's monetary

except for the case where the employee performs military service.	wage stipulated in the labour contract and the employee is not required to refund the advance wage payment. An enlisted person as prescribed in the Law on Military Obligation is not entitled to payment of wages in advance. . 3. When taking annual leave, employees are entitled to an advance payment of at least an amount of money equal to the wages for the holidays .
CHAPTER VII: WORKING HOURS AND REST BREAKS	
WORKING HOURS	
Article 106. Overtime 1. Overtime work is the duration of work performed at any other time than during regular working hours, as indicated in the law, collective bargaining agreement or Internal labour rules of an employer. 2 The employer has the right to request an employee to work overtime when all of the following conditions are met: a) Obtaining the employee's consent; b) Ensuring that the number of overtime working hours of the employee does not exceed 50% of the normal working hours in 01 day; in case of applying regulation on weekly work, the total normal working hours plus overtime working hours shall not exceed 12 hours in 01 day; overtime working hour shall not exceed 30 hours per month and 200 hours in 01 year, except for some special cases as regulated by the Government, the total number of overtime working hours shall not exceed 300 hours in 01 year; ~~c) After a period of a number of consecutive days of overtime work during one month the employer must arrange for compensatory leave for the duration in which the employee has not taken the leave .~~	**Article 107. Overtime** 1. Overtime means the period of time spent working in addition to normal working hours as stipulated by law, in the collective labour agreement or in internal labour rules. 2. Employers have the right to require employees to work overtime when all the following requirements are satisfied: : a) The employer must have consent from the employee ; b) The employer ensures the number of overtime hours of the employee does not exceed 50% of the normal working hours in one day, and if the employer stipulates normal working hours on a weekly basis then the total of normal working hours plus overtime hours must not exceed twelve (12) hours in one day, and must not exceed forty (40) hours in one (1) week; c The employer ensures that overtime hours of the employee do not exceed two hundred (200) hours in any one (1) year, except in the case prescribed in clause 3 of this article . 3. An employer is permitted to employ employees to work overtime hours not in excess of three hundred (300) in one year in a number of industries, trades and jobs or in the following cases : a Production and processing of export products being textiles, garments, leather, shoes, electrical and electronic components, and processing of agricultural, forestry, salt and aquatic products ; b) Power production and supply,

	telecommunications, oil refining, water supply and water drainage ; c) In order to resolve work requiring highly qualified technicians which the labour market is unable to fully and promptly supply; d) In order to resolve urgent work which cannot be delayed due to it being of a seasonal nature and the timing of [supply of] raw materials and products, or in the case of resolving work/jobs arising due to unforeseeable objective factors due to the consequences of weather, natural disaster, fire, enemy attack, power shortage, lack of raw materials, or technical problems with a production line ; d) In other cases as regulated by the Government . 4. When arranging overtime as prescribed in clause 3 above, an employer must provide written notice to the specialized agency for labour under the provincial people's committee. 5. The Government shall provide detailed regulations on this article .
REST PERIOD	
Article 108. Rest break during working hours 1. An employee who works consecutively for ~~08 hours~~ or 06 hours under Article 104 of this Code, shall be given an intersessional rest break of at least 30 minutes, which shall be included in the working hours. 2. In the case of night-time work, the employee shall be given an intersessional rest break of at least 45 minutes, which shall be included in the working hours. 3. In addition to the rest break prescribed in Clause 1 and Clause 2 of this Article, an employer shall determine other short breaks, as stipulated in the Internal labour rules.	**Article 109. Rest break during working hours** 1. An employee who works working hours as prescribed in article 105 of this Code from six (6) or more hours in one (1) day is entitled to a break of at least thirty consecutive (30) minutes; and an employee working a night shift is entitled to a break of at least forty-five (45) consecutive minutes. If an employee works a shift of at least six (6) consecutive hours or more, the rest break shall be included in working hours. 2. In addition to the rest breaks prescribed in clause 1 above, employers shall arrange for employees to have one-off rest breaks and the employer shall stipulate them in the internal labour rules.
Article 110. Weekly day off 1. Each week an employee is entitled to a break of at least 24 consecutive hours. Where it is impossible for the employee to have a weekly	**Article 111. Weekly day off** 1. In every week, an employee is entitled to a break of at least twenty-four consecutive hours. Where in special cases as a result of the

day off due to the nature of the work, the employer has the responsibility to ensure that on average the employee has at least 04 leave days per month. 2. The employer has the right to determine and schedule the weekly breaks either for Sunday or for another specified day of the week, which must be recorded in the Internal labour rules.	labour cycle it is impossible for an employee to have weekly leave, the employer is responsible to ensure that the employee on average has at least four days off in one month. 2. An employer has the right to arrange scheduled weekly breaks for employees either on Sunday or other specified days in the week but must stipulate such arrangements in the internal labour rules. 3. When a weekly day off coincides with a public holiday or the New Year holiday prescribed in article 112.1 of this Code, then the employee is entitled to take a weekly day off on the following working day.
Article 115. Festivals (public holidays) and New Year 1. Employees shall be entitled to fully paid days off on the following public and New Year holidays: a) Gregorian Calendar New Year Holiday: 01 day (the first day of January of the Gregorian calendar); b) Lunar New Year Holidays: 05 days; c) Victory Day: 01 day (the thirtieth day of April of the Gregorian calendar); d) International Labour Day: 01 day (the first day of May of the Gregorian calendar); e) National Day: 01 day (the second day of September of the Gregorian calendar). f) Commemorative Celebration of Vietnam's Forefather - King Hung: 01 day (the tenth day of March of the Lunar calendar) 2. Foreign employees in Vietnam are entitled to 01 traditional public holiday and 01 National Day of their country, in addition to the public holidays stipulated in Clause 1 of this Article. 3. Where the holidays referred to in Clause 1 of this Article coincide with a weekly day off, employees are entitled to take the following days off as compensation.	**Article 112. Festivals (public holidays) and New Year** 1. An employee is entitled to have fully paid days off on the following public holidays and New Year: (a) Western New Year: one day (the first day of January of each calendar year); (b) Lunar New Year Holiday: five days; (c) Victory Day: one day (the thirtieth day of April of each calendar year); (d) International Labour Day: one day (the first day of May of each calendar year); (e) National Day: two (2) days (the second day of September of each calendar year plus the immediately preceding or immediately following day); (f) Hung Kings Commemoration Day: one day (the tenth day of March of each Lunar year); 2. Employees being foreigners working in Vietnam are, in addition to the public holidays prescribed in clause 1 above, also entitled to one traditional public holiday and one national day of their country. 3. Each year, based on the actual conditions, the Prime Minister for the Government shall make a specific decision on the holidays prescribed in sub-clauses (b) and (e) of clause 1 above.
Article 111. Annual leave 1. Any employee who has been working for an	**Article 113. Annual leave** 1. An employee who has worked a full twelve

employer for 12 months is entitled to fully-paid annual leave, which is stipulated in his/her employment contract as follows: a) 12 working days for employees who work in regular working conditions; b) 14 working days for employees who work in heavy or hazardous working conditions, or who work under exposure to toxic substances; and for employees who work in an area with harsh living conditions, as prescribed in the list issued by the Ministry of Labour, Invalids and Social Affairs in coordination with the Ministry of Health; and for minor employees and disabled employees. c) 16 working days for employees who are subject to extremely heavy or hazardous work or who work under exposure to toxic substances; employees working in an area with extremely harsh living conditions as prescribed in the list issued by the Ministry of Labour, Invalids and Social Affairs in coordination with the Ministry of Health. 2. The employer has ~~the right~~ to regulate the timetable for annual leaves after consultation with the employees and must give prior notice to the employees. 3. An employee may reach an agreement with the employer on taking annual leave in instalments or combining annual leave over a maximum period of up to 3 years. 4. When taking annual leave, should the employee travel by road, rail, water and the travel days, comprising of the time to go and to return, are more than 02 days, then, from the 3rd day onward will be calculated as additional travelling time, not counted as annual leave days, and this policy shall only be granted once for an annual leave in a year.	(12) months for an employer is entitled to annual leave on full pay pursuant to the labour contract as follows: (a) Twelve (12) working days for people who work in normal conditions; (b) Fourteen (14) working days for employees who are Minors or who are disabled and for people performing heavy, toxic or dangerous trades or work; (c) Sixteen (16) working days for employees performing extremely heavy, toxic or dangerous trades or work. 2. An employee working but who has not worked for any one (1) employer for a full twelve (12) months is entitled to annual leave at the ratio corresponding to the number of months for which he or she worked. 3. If an employee loses his or her job or is retrenched and has not taken all of his or her annual leave, such employee is entitled to payment of wages for the days for which leave has not yet been taken. 4. Employers are responsible to provide an annual leave schedule for their employees after consulting the employees and such schedule must be notified to employees for their information. An employee may reach agreement with the employer on taking annual leave in instalments or combining leave for a maximum three (3) years at one time. 5. When taking annual leave before a pay period, the employee is entitled to an advance payment of wages pursuant to article 101.3 of this Code. 6. If an employee on annual leave travels by road, rail or waterway and the number of days of the return trip is more than two (2), then the third and subsequent travelling days shall be calculated as travelling time in addition to annual leave [but] shall only be so calculated on one occasion of leave during the year. 7. The Government shall provide detailed regulations on this article.
Article 113. Advance wages payment, travel expenses for annual leave ~~1. When taking annual leave, an employee shall receive an advance payment of at least equal to the wage to be paid for the entitled days of leave.~~ ~~2. Travel expenses and the wage paid for the travel days shall be agreed on by the two parties.~~	

~~The employer shall pay travel expenses and wage for the travelling days to the employees who are from the lowland areas and work in the mountainous, remote, border and island areas, or the employees who are from mountainous, remote, border and island areas and work in the lowland areas.~~	
Article 114. Payment wages for untaken leave. 1. An employee who, due to employment termination, redundancy or other reasons, has not taken or not entirely taken up his/her annual leave shall be paid in compensation for the untaken leave days. 2. An employee with less than 12 months of employment shall be entitled to annual leave in proportion to his/her period of employment. In cases where leave is not taken, the untaken leave days shall be compensated for with cash.	
CHAPTER VIII: LABOUR DISCIPLINE AND LIABILITY FOR DAMAGE	
LABOUR DISCIPLINE	
Article 119. Internal labour rules 1. An employer with at least 10 employees must have Internal labour rules in writing. 1. An employer with at least 10 employees must have Internal labour rules in writing: a) Working hours and rest periods; b) Order at the workplace; c) Occupational safety and health at the workplace; d) Protection of the assets and technological and business secrets and intellectual property of the employer; e) Violations of labour disciplinary regulations by employees; disciplinary measures against violations of labour disciplinary regulations and responsibilities regarding equipment. 3. Prior to issuing the Internal labour rules, the employer must consult with the representative organization of the employee collective at the grassroots level. 4. Employees must be notified of the Internal labour rules, and the major contents must be displayed in necessary areas at the workplace.	**Article 118. Internal labour rules** 1. Employers must issue internal labour rules; employers who employ ten (10) or more employees must have internal labour rules in writing. 2. The contents of internal labour rules must not be contrary to the law on labour or other relevant laws. Internal labour rules must contain the following main items: (a) Working hours and rest breaks; (b) Order in the workplace; (c) Occupational safety and hygiene; (d) Prevention of sexual harassment in the workplace; and the sequence and procedures for dealing with a violation being an act of sexual harassment in the workplace; (e) Protection of assets, business secrets and confidentiality of technology and of intellectual property of the employer; (f) Cases in which an employee may be temporarily transferred to undertake work different from that specified in his or her labour contract;

	(g) Conduct by employees constituting a violation of labour discipline and forms of penalty imposed for those violations; (h) Liability for material damage; (i) Who is the person authorized to impose disciplinary penalties. 3. The employer must, prior to issuing, amending or supplementing the internal labour rules, consult the opinion of the organization representing the employees at the grassroots level in the cases of location [enterprises] which have such an organization. 4 The internal labour rules must be notified to employees and the main items must be posted at essential locations in the workplace. 5 The Government shall provide detailed regulations on this article.
Article 120. Registration of internal labour rules 1. An employer must register the Internal labour rules with the state labour management authority at the provincial level. 2. Within 10 days from the date of issuance of the Internal labour rules, the employer must submit a dossier of the Internal labour rules for registration. 3. Within 07 working days from the date of receipt of the dossier for registration of the Internal labour rules, the provincial labour management authority shall notify elements, if any, in the Internal labour rules that are contrary to the law, and guide the employer in making the necessary amendments or supplementation and for re-registration.	**Article 119. Registration of internal labour rules** 1. An employer employing ten (10) or more employees must register the internal labour rules with the specialized agency for labour under the provincial people's committee in the locality where the employer has registered business 2. The employer must lodge a file for registration of the internal labour rules within ten (10) days after the date of issuing such rules. 3. Within seven (7) working days after the date of receipt of the file for registration of the internal labour rules, if such rules contain any provision contrary to law, the specialized agency for labour under the provincial people's committee shall notify and guide the employer to amend or supplement such rules and re-register them. 4. An employer with a branch, unit or production and business establishment in a different locality shall send the registered internal labour rules to the specialized agency for labour under the provincial people's committee in the locality of such branch, unit or establishment. 5 Based on specific conditions, the specialized agency for labour under the provincial people's

	committee may authorize the specialized agency for labour under district people's committees to register internal labour rules as prescribed in this article.
Article 122. Effective date of internal labour rules An Internal labour rules shall be effective from 15 days after the date the labour management authority at the provincial level receives the dossier of the Internal labour rules for registration, except in the cases stipulated in Clause 3 Article 120 of this Code.	**Article 121. Effective date of internal labour rules** Internal labour rules are effective fifteen (15) days after the competent State agency prescribed in article 121 of this Code receives a complete file for registration of such internal labour rules. When an employer employing less than ten (10) employees issues written internal labour rules, such rules are effective as decided by the employer within such rules.
CHƯƠNG IX: AN TOÀN VỆ SINH LAO ĐỘNG	
Article 137. Ensuring occupational safety and hygiene in the workplace 1. When constructing, expanding or renovating buildings to store machinery, equipment and materials that have strict occupational safety and health requirements, the investors and employers shall develop a plan on occupational safety and health measures at the workplace and for the environment. 2. The production, use, storage and transportation of machinery, equipment, materials, energy, electricity, chemicals, plant preservatives, as well as change of technology, and import of new technology must comply with the national technical standards on occupational safety and health or regulations on occupational safety and health at the workplace which have been announced and applied	**Article 134. Ensuring occupational safety and hygiene in the workplace** 1 Employers are responsible to fully implement solutions aimed at ensuring occupational safety and hygiene in the workplace. 2. Employees are responsible to observe regulations, rules, processes and requirements regarding occupational safety and hygiene; to comply with law and to master knowledge about and capacity for applying measures to ensure occupational safety and hygiene in the workplace
CHAPTER X: SEPARATE PROVISIONS ON FEMALE EMPLOYEES AND ON ENSURING GENDER EQUALITY	
Article 155. Separate Provisions on Female Employees and on Ensuring Gender Equality 1. An employer must not require a female employee to work at night, or to work overtime or go on a long distance working trip in the following circumstances: a) The employee reaches her seventh month of pregnancy; or when working in mountainous, remote, border and island areas, her sixth month of pregnancy;	**Article 137. Bảo vệ thai sản** 1. An employer is not permitted to employ an employee to do night shift work, overtime, or to go on business trips to remote areas in the following circumstances: : a) As from the employee's seventh month of pregnancy, or as from the sixth month of pregnancy in the case of work in mountainous or remote areas, border areas or on islands; b) The employee is nursing a child under twelve (12) months of age, except in a case

b) The employee is nursing a child under 12 months of age. 2. A female employee who performs heavy work, on reaching her seventh month of pregnancy, is entitled to be transferred to lighter work or to have her daily working hours reduced by 01 hour while still receiving her full wage. 3. The employer must not dismiss a female employee or unilaterally terminate the employment contract of a female employee due to the employee's marriage, pregnancy, maternity leave, or her nursing a child under 12 months of age, except when the employer, who is an individual, dies, or is declared by the court as having lost the capacity of civil acts, as missing or dead, or the employer, who is not individual, ceases its business operation. ~~4. During the time of pregnancy, maternity leave as regulated in the Social Insurance law, or when nursing a child under 12 months of age, labour disciplinary measures shall not be applied to the female employee.~~ 5. During her menstruation period, a female employee shall be entitled to a 30 minutes break in every working day; a female employee nursing a child under 12 months of age shall be entitled to 60 minutes breaks in every working day with full wage as stipulated in the employment contract.	where the employee consents. 2. A female employee with a job or work being heavy, toxic or dangerous work or particularly heavy, toxic or dangerous work or with a job or work adversely affecting reproductive function and the raising of children when pregnant and who notifies same to the employer, must be transferred to lighter or safer duties or her working hours must be reduced by one (1) hour each day and the employee's wages, other rights and interests must not be reduced until the end of the period of rearing the child under twelve (12) months of age. 3. An employer is not permitted to dismiss or unilaterally terminate the labour contract of an employee due to [her] marriage, pregnancy, maternity leave or nursing a child under twelve (12) months of age, except where the employer being an individual dies, or is declared by a court to have lost legal capacity for civil acts or to be missing or to be deceased; or the employer not being an individual terminates its operation or notification is issued by the professional agency for business registration under the provincial people's committee that the employer [enterprise] no longer has a legal representative or an authorized representative to exercise the rights and discharge the obligations of the legal representative In a case where the labour contract expires while the female employee is pregnant or nursing a child under twelve (12) months of age, priority must be given to entering into a new labour contract. 4A female employee is entitled during her menstruation to a break of thirty (30) minutes every day, and during the period of nursing a child under twelve (12) months of age is entitled to a break of sixty (60) minutes every day in the working hours and must still be paid the same wage pursuant to her labour contract.
Article 156. Right of female employee who is pregnant to unilaterally terminate or temporarily postpone performance of labour contrac Where an employee is pregnant and obtains a medical certificate from a competent health	**Article 138. Right of female employee who is pregnant to unilaterally terminate or temporarily postpone performance of labour contrac** 1. A female employee who is pregnant and has a certificate from a competent medical

care institution, which states that if the employee continues to work, it may adversely affect her pregnancy, the employee shall have the right to unilaterally terminate the employment contract, or to temporarily suspend the employment contract. The period of advance notice that the female employee must give to the employer shall depend on the period prescribed by the competent health care facility.	consulting or treating facility certifying that continued employment would adversely affect her foetus, has the right to unilaterally terminate or temporarily postpone implementation of her labour contract. In a case of unilateral termination of the labour contract or temporary postponement of performance of the labour contract, notice must be provided to the employer enclosing certification from the competent medical consulting or treating facility that continued employment would adversely affect the foetus. 2. In a case of temporarily postponing performance of the labour contract, the period of such postponement shall be as agreed between the employer and the employee, but the minimum period shall equal the duration proposed by the competent medical consulting or treating facility. If such facility did not determine any period, then the duration of the temporary postponement of performance of the labour contract shall be as agreed upon by the two parties.
Article 157. Maternity leave 1. A female employee is entitled to 06 months of prenatal and postnatal leave. In case of a multiple birth, the leave shall be extended by 01 month for each child, counting from the second child. Prenatal leave should not be longer than 02 months. 2. During maternity leave, the female employee is entitled to maternity interests as regulated in the Law on Social Insurance. 3. After the maternity leave as stipulated in Clause 1 of this Article expires, if so demanded, the female employee may be granted an additional leave without pay under terms agreed upon with the employer. 4. The female employee may return to work before the expiry of her statutory maternity leave as stipulated in Clause 1 of this Article, if so demanded and is agreed by the employer, provided that the female employee has taken at least 04 months of prenatal and postnatal leave and she obtains a medical certificate from a competent health care institution which affirms	**Article 139. Maternity leave** 1. A female employee is entitled to prenatal and postnatal leave of six (6) months , but the maximum period of prenatal leave shall be two (2) months. If a female employee gives birth to more than one child at the one time, she is entitled to an additional one (1) month's leave for each child counted from the second child. 2 During maternity leave, female employees are entitled to the regime on maternity leave prescribed in the law on social insurance. 3 On expiry of the maternity leave period prescribed in clause 1 above, if so required, the female employee may take additional leave without pay after reaching agreement with the employer. 4. Prior to expiry of the maternity leave period prescribed in clause 1 of this article, the female employee may return to work if she has had at least four (4) months' rest but must provide advance notice to the employer and must have consent from the employer and also a certificate from a competent medical consulting or treating facility that early

that the early resumption of work does not adversely affect her health. In this case, besides the wage of the working days, paid by the employer, the female employee shall continue to receive the maternity allowance, in accordance with the Social Insurance Law.	resumption of work will not adversely affect the health of the employee. In this case, in addition to the wage for the days worked which the employer pays, the female employee is entitled to continue to receive a maternity leave allowance pursuant to the law on social insurance. 5. Male employees when their wives give birth, employees who adopt children under six (6) months of age, female employees who are surrogate mothers and employees being mothers requesting surrogacy may take leave and are entitled to the regime on maternity leave in accordance with the law on social insurance.
Article 160. Work for which the employment of female employees is prohibited 1. Work that is harmful to child-bearing and parenting functions, as specified in the list of work issued by the Ministry of Labour, Invalids and Social Affairs in coordination with the Ministry of Health. ~~2. Work that require regular immersion in water.~~ ~~3. Regular underground work in mines.~~	**Article 142. Occupations and work which have an adverse effect on the function of bearing and raising children** 1. The Minister of Labour shall issue a list of occupations and work which have an adverse effect on the function of bearing and raising children. 2. Employers must provide complete information about the dangerous nature, dangers and requirements of work in order for employees to make a selection and employers must ensure the conditions on occupational safety and hygiene for employees in accordance with regulations when employing them to undertake work on the list referred to in clause 1 above.
CHAPTER XI: SEPARATE PROVISIONS CONCERNING MINOR EMPLOYEES AND CERTAIN TYPES OF EMPLOYEES	
MINOR EMPLOYEES	
Article 161. Minor employees A Minor employee is an employee under 18 years of age.	**Article 143. Minor employees** 1. Minor employee means a employee who is under eighteen (18) years of age. 2. Persons aged from a full fifteen (15) years to under eighteen (18) years of age must not work at jobs or workplaces prescribed in article 147 of this Code. 3. Persons aged from a full thirteen (13) years to under fifteen (15) years of age may only do light jobs on the list issued by the Ministry of Labour. 4. Persons under thirteen (13) years of age

	may only do the jobs prescribed in article 145.3 of this Code
Article 162. Employment of minors 1. Employer shall only employ a minor employee in work suitable to the health of the minor employee in order to ensure his/her physical, mental and personality development, and shall have the responsibility to take care of the minor employee in regard to his/her work, wage, health and study in the course of his/her employment. 2. When an employer employs a minor employee, the employer must have a separate record which writes in full of his/her name, date of birth, the work assigned, results of periodical health check-ups, and shall be presented at the request of the competent authority.	**Article 144. Principles on employing Minor employees** 1. Minor employees are only permitted to do work suitable to their health so as to ensure their physical, spiritual and personal development. 2. Employers when employing Minor employees are responsible to take care of them regarding their labour, health and study throughout the course of their employment. 3. An employer when employing a Minor employee must have consent from the parent or guardian; and must formulate a separate monitoring book for the employee recording his or her full name, date of birth, current job and results of periodical health checks, and this record must be presented to the competent State authority on request. 4. Employers must facilitate cultural and vocational education and training including fostering to raise vocational skills and qualifications of Minor employees.
Article 164. Employment of minors under the age of 15 years 1. An employer is only entitled to employ persons from 13 full years of age to fewer than 15 years of age to undertake light work in accordance with the list issued by the Ministry of Labour, Invalids and Social Affairs. 2. When employing a person from 13 full years of age to less than 15 years of age, the employer shall comply with the following regulations:71 a) Sign the employment contract in writing with the legal representative of a person from 13 full years of age to under 15 years of age and with his/her agreement; b) Arrange the working hours so as not to affect the school hours of the minor; c) Ensure that the working conditions, occupational safety and health are suitable to his/her age;	**Article 145 Employment of minors under the age of 15 years** 1. Employers, when employing employees under the age of fifteen (15) years on jobs, must comply with the following provisions: (a) A written labour contract must be entered into with the employee under fifteen (15) years of age and with the employee's legal representative; (b) The arrangement of working hours must not adversely affect school study time of the employee under fifteen (15) years of age; (c) There must be a health certificate from a competent medical consulting or treating facility confirming that the health of the employee under fifteen (15) years of age is appropriate for the job, and a health check must be conducted at least once every six months during employment; (d) The working conditions must be ensured

3. The employment of persons less than 13 years of age is prohibited except for certain specific work as regulated by the Ministry of Labour, Invalids and Social Affairs. Where employing persons under 13 years of age, the employer must follow the provisions prescribed in Clause 2 of this Article	and occupational safety and hygiene conditions must be appropriate for the employee's age. 2. Employers are only permitted to recruit and employ employees from the age of a full thirteen (13) years to under fifteen (15) years in light work/jobs as prescribed in article 143.3 of this Code. 3. Employers are not permitted to recruit and employ employees under the age of thirteen (13) years to do jobs except those involving the arts, physical education and sports and which do not harm the physical, intellectual and personal development of the employee under thirteen (13) years, and the employer must have consent from the professional agency for labour under the provincial people's committee. 4. The Minister of Labour shall provide detailed regulations on this article.
	Article 146. Working hours of Minors 1. The working hours of a employee under the age of fifteen (15) years must not exceed four (4) hours per day and twenty (20) hours per week; and such Minor employee is not permitted to work overtime or do night shift work. 2. The working hours of a employee aged from a full fifteen (15) years to under eighteen (18) years must not exceed eight (8) hours per day and forty (40) hours per week. A person aged from a full fifteen (15) years to under eighteen (18) years may work overtime and do night shift work in a number of trades and jobs on the list issued by the Minister of Labour.
Article 165. Prohibited work and workplaces for minor employees 1. An employer must not employ a minor employee to undertake the following work: a) Carrying and lifting of heavy things which are beyond the physical capacities of the minor employee; b) Manufacturing, using or transporting chemical substances, gas, or explosive substances;	**Article 147. Prohibited work and workplaces in the case of employees aged from a full fifteen (15) years to under eighteen (18) years** 1. It is prohibited to employ employees aged from a full fifteen (15) years to under eighteen (18) years of age in the following jobs: (a) Carrying or lifting heavy objects beyond the physical capacity of a Minor; (b) Production and trading of alcohol, spirits, beer, tobacco, mentally addictive substances or

c) Maintaining equipment or machinery; d) Demolishing or disassembling construction works; e) Moulding, founding, welding, fusing, melting or casting metals; f) Marine diving, offshore fishing; g) Other types of work which are harmful to the health, safety and dignity of the minor employee. 2. The employment of minor employees is prohibited in the following workplaces: a) Underwater, underground, in caves, in tunnels; b) Construction sites; c) Slaughter houses; d) Casinos, bars, discotheques, karaoke rooms, hotels, hostels, saunas, massage rooms; e) Other types of workplaces which are harmful to the health, safety and dignity of the minor employee. 3. The Ministry of Labour- Invalids and Social Affairs shall provide the lists as stipulated in Clause 1.g) and Clause 2.e) of this Article	other addictive substances; (c) Production, use or transport of chemicals, gas or explosives; (d) Maintenance of machinery and equipment; (e) Demolition of construction works; (f) Boiling, melting, casting, grinding, stamping or welding metal; (g) Scuba dividing, fishing or offshore aquaculture; (h) Other work/jobs which are harmful to the physical, intellectual and personal development of the Minor employee. 2. It is prohibited for employees aged from a full fifteen (15) years to under eighteen (18) years to work in the following locations: (a) Underwater, underground, in caves or in tunnels; (b) Construction sites; (c) Abattoirs; (d) Casinos, bars, dance halls, karaoke parlours, hotels, rest houses, saunas or massage parlours, or locations of lotteries or electronic games business services; (e) Other working locations which are harmful to the physical, intellectual and personal development of the Minor employee. 3. The Minister of Labour shall regulate the list mentioned in clause 1(h) and clause 2(e) above
ELDERLY EMPLOYEES	
Article 167. Employment of elderly employees 1. Where the employer has demand, the employer can negotiate with an elderly employee, who has sufficient health conditions, on the extension of the employment contract or the establishment of a new employment contract in accordance with the provisions of Chapter III of this Code. 2. In case a retired employee is employed under a new employment contract, he/she shall be entitled to the rights and interests as agreed in the employment contract, in addition to the	**Article 149. Employment of elderly employees** 1. When elderly employeeers are recruited, the two parties may reach agreement on entering into a number of definite term labour contracts. 2. When a elderly employee is receiving a pension pursuant to the Law on Social Insurance but continues to work pursuant to a new labour contract, such senior employee is also entitled, in addition to interests under the retirement regime, to wages and other interests

rights and interests to which they are entitled under the old-age scheme. 3. The employer must not employ the elderly employee in heavy or hazardous work or in work with exposure to toxic substances that adversely affect his/her health except in special cases as regulated by the Government. 4. The employer is responsible for taking care of the health of elderly employees at the workplace.	stipulated by law and in the labour contract. 3. An employer is prohibited from assigning a senior employee to heavy, toxic or dangerous work or jobs or to particularly heavy, toxic or dangerous work or jobs which might have adverse effects on the health of the senior employee, unless safe working conditions are guaranteed. 4 Employers are responsible to take care of the health of senior employees in the workplace
VIETNAMESE WORKING ABROAD; LABOUR FOR FOREIGN ORGANIZATIONS OR INDIVIDUALS IN VIETNAM; FOREIGN EMPLOYEES WORKING IN VIETNAM	
Article 169. Conditions for foreigners to work in Vietnam 1. A foreign citizen who enters Vietnam to work shall meet the following conditions: a) Has full capacity of civil acts; b) Has qualifications, occupational skills and health which are suitable to the work requirements; c) Is not a criminal or prosecuted for criminal liability in accordance with the law of Vietnam and foreign laws; d) Obtains a work permit granted by the competent authority of Vietnam, except in the cases stipulated in Article 172 of this Code. 2. Foreign employees working in Vietnam shall comply with the labour law of Vietnam, international conventions and treaties, to which Vietnam is a signatory and provide differently. Foreign employees in Vietnam shall be protected by Vietnamese law.	**Article 151. Conditions for foreigners to work in Vietnam** 1. Foreigners working in Vietnam means people with foreign nationality who must satisfy the following conditions: (a) Being a full eighteen (18) years of age and having full legal capacity for civil acts; (b) Having professional qualifications, technical and other skills, work experience and good health as stipulated in regulations of the Minister of Health; (c) Not being a person currently serving a sentence or with a criminal conviction which has not yet been absolved/removed from the record, and not subject to prosecution for criminal liability in accordance with the law of the foreign country or the law of Vietnam; (d) Having a work permit issued by the competent Vietnamese authority except in the cases prescribed in article 154 of this Code. 2. The term of a labour contract of a foreigner working in Vietnam must not exceed the term of the work permit. On employment of a foreigner to work in Vietnam, the two parties may reach agreement on entering into a number of definite term labour contracts. 3. Foreigners working in Vietnam must comply with the law of Vietnam on labour and shall be protected by the law of Vietnam unless an international treaty of which Vietnam is a member contains some other provision.
Article 170. Conditions for employment of foreign citizens	**Article 152. Conditions for recruiting and employing foreigners to work in Vietnam**

1. Domestic enterprises, agencies, organizations, individuals and contractors shall be entitled to employing foreign citizens only in the positions of managers, executive directors, specialists and technical employees, in which Vietnamese employees cannot meet the demands of production and trade. 2. Foreign enterprises, agencies, organizations, individuals and contractors before employing foreign citizens to work in the territory of Vietnam are required to provide an explanation of their demand to employ foreign employees and to obtain a written approval from the competent state authority.	1. Enterprises, agencies, organizations, individuals and contractors are only permitted to recruit foreigners to work in positions as managers, operators, experts and technicians, and if Vietnamese employees are not yet been able to satisfy the production and business requirements. 2 Before enterprises, agencies, organizations and individuals recruit a foreigner to work in Vietnam, they must explain their need to employ the employee to the competent State authority and receive written consent from such authority. 3. Before a contractor is permitted to recruit and employ a foreigner to work in Vietnam, the contractor must declare in detail the job position and the technical and professional qualifications required, and work experience and working time for which it is necessary to employ such foreigner in order to implement a tender package and the contractor must have written consent from the competent State agency
Article 171. Work permits for foreign employees working in Vietnam 1. A foreign employee shall present his/her work permit when undertaking immigration procedures and when required by a competent state authority. 2. Any foreign employee working in Vietnam without a work permit shall be deported from Vietnam's territory as regulated by the Government. 3. An employer who hires a foreign employee without a work permit shall be sanctioned as regulated by the law.	**Article 153. Responsibilities of employers and of foreign employees** 1. Employees being foreigners are required to present their work permits when requested by competent State authorities. 2. Foreigners working in Vietnam without a work permit shall be forced to exit or shall be deported in accordance with provisions in the law on entry, exit, transit and residence of foreigners in Vietnam. 3 Employers employing foreign employees without work permits to work for them shall be dealt with in accordance with law .
Article 172. Work permit exemption for foreign citizens working in Vietnam 1. A foreign citizen who is a capital contributing member or owner of a limited liability company. 2. A foreign citizen who is the member of the Board of Directors of a joint stock company; 3. A foreign citizen who is the head of a representative office or a Project director of international organizations or of non-	**Article 154. Foreign employees working in Vietnam not required to have work permits** 1. The owner or a member contributing capital of a limited liability company with a value of such capital contribution as stipulated by the Government. 2. Chairman or member of the board of management of a shareholding company with a value of his or her capital contribution as stipulated by the Government.

governmental organizations in Vietnam. 4. A foreign citizen who enters Vietnam for duration of less than 03 months to undertake marketing for a service. 5. A foreign citizen who enters Vietnam for a duration of less than 03 months to resolve complicated technical or technological problems which pose risks of affecting production and business activities, and which cannot be resolved by Vietnamese experts and foreign experts currently in Vietnam. 6. A foreign lawyer who is granted with a professional certificate in Vietnam in accordance with the Law on Lawyer. 7. In accordance with international conventions and treaties of which the Socialist Republic of Vietnam is a signatory. ~~8. Foreign students who are studying and working in Vietnam, but the employer must notify the labour management authority at provincial level 07 days in advance.~~ 9. Other circumstances as regulated by the Government	3. Head of a representative office or of a project or person mainly responsible for the operation of an international organization or foreign non-governmental organization in Vietnam. 4. Entering Vietnam for a period under three (3) months in order to offer services. 5. Entering Vietnam for a period under three (3) months in order to resolve a breakdown or technically or technologically complex situation arising and affecting or with the risk of affecting production or business, with which Vietnamese experts or foreign experts currently in Vietnam are unable to deal. 6. A foreign lawyer issued with a Certificate to practise law in Vietnam in accordance with the Law on Lawyers. 7. Other cases in accordance with an international treaty of which Vietnam is a member. 8. Foreigners married to Vietnamese and living in the territory of Vietnam. 9 In other cases pursuant to Government regulations
Article 173. Validity period of work permit The validity period of a work permit shall be no longer than 02 years	**Article 155. Validity period of work permit** The maximum duration of a work permit shall be two (2) years; an extension may be granted but only on one occasion for a maximum (2) years .
Article 174. Circumstances in which validity of work permit expires 1. The work permit expires. 2. The employment contract is terminated. 3. The contents of an employment contract are inconsistent with the contents of the work permit that is granted. 4. The contract in the field of economics, trade, finance, banking, insurance, science and technology, culture, sports, education or medicine expires or is terminated. 5. There is a notice in writing by the foreign partner which terminates the employment of the foreign citizens in Vietnam. 6. The work permit is revoked. 7. The Vietnamese enterprise, organization, or partner, or foreign nongovernmental	**Article 156. Circumstances in which validity of work permit expires** 1 The work permit expires. 2 The labour contract is terminated. 3 The contents of the labour contract are inconsistent with the contents of the issued work permit. 4 Working incorrectly in terms of the items stipulated in the issued work permit. 5 The contract in the sector which was the basis for issuing the work permit has expired or terminated. 6 There is a written notice from the foreign party terminating the appointment of the foreigner to work in Vietnam. 7 The Vietnamese enterprise, organization or party, or foreign organization in Vietnam

organization in Vietnam ceases its operation. ~~8. The foreign employee is sentenced to imprisonment, dies or is declared dead or missing by the Court~~	which employs the foreigner terminates its operation. 8 The work permit is withdrawn
Section 4: Employees With Disabilities	
Article 176 – Article 178	**Article 158 – Article 160**
Mục 5: Employees being Domestic Servants	
Article 179 – Article 183	**Article 161 – Article 165**
Mục 6: Một số lao động khác	
Article 184 – Article 185	**Article 166- Article 167**
CHAPTER XII: SOCIAL INSURANCE, HEALTH INSURANCE AND UNEMPLOYMENT INSURANCE	
Article 186. Participation in social insurance and health insurance schemes 1. Employers and employees shall participate in compulsory social insurance, compulsory health insurance and unemployment insurance schemes, and enjoy the interests in accordance with provisions of the law on social Insurance and health insurance. The employer and the employee are encouraged to implement other supplementary social insurance schemes for employees. 2. The employer shall not be required to pay wage for an employee when the employee is on leave and receiving a social insurance interest. 3. Where the employee who is not covered by compulsory social insurance, compulsory health insurance or unemployment insurance schemes in addition to the wage payment in accordance with the employee's work, the employer is responsible for paying, at the same time, an amount which is equivalent to the contribution rate of compulsory social insurance, compulsory health insurance, unemployment insurance schemes, and annual leave payment in accordance with the regulations.	**Article 168. Participation in social insurance, health insurance and unemployment insurance** 1. Employers and employees must participate in compulsory social insurance, health insurance and unemployment/job loss insurance, and employees are entitled to the regimes stipulated in the law on social insurance, the law on health insurance and the law on job loss insurance. Employers and employees are encouraged to participate in [take out] other forms of insurance cover for employees. 2. During the period when an employee on leave receives social insurance interests, the employer is not required to pay wages to such employee except where the two parties reach some other agreement. 3. For employees ineligible to participate in compulsory social insurance, health insurance and job loss insurance, the employer must pay such employees at the same time as periodic payment of wages, a sum of money equivalent to the amount of the contribution of the employer to compulsory social insurance, health insurance and job loss insurance for such employee in accordance with the law on social insurance, health insurance and job loss insurance.
Article 187. Retirement age 1. Employees, who meet the condition of	**Article 169. Retirement age** 1. An employee who satisfies the conditions

qualified period, as prescribed by the law on social insurance, shall receive an old-age pension at the age of 60 for men and 55 for women. 2. Employees whose ability to work has been reduced; or who undertake heavy, hazardous or harmful work; or work in mountainous areas, remote areas, border areas or island areas, as regulated in the List of the Government, can retire at a younger age than the age stipulated in Clause 1 of this Article. 3. Employees who obtain high technical qualifications or who hold management positions or those in other special circumstances can retire at a higher age, but shall not be 5 years higher than the age as stipulated in Clause 1 of this Article. 4. The Government shall provide detailed regulations for Clause 2 and Clause 3 of this Article	on the period for which social insurance contributions were paid as stipulated in the law on social insurance is entitled to pension interests on reaching the retirement age. 2. The retirement age for employees in normal working conditions will be adjusted in accordance with a roadmap for male employees who reach a full sixty-two (62) years of age in year 2028 and for female employees who reach a full sixty (60) years of age in year 2035. As from 2021, the retirement age of a employee in normal labour conditions will be a full sixty (60) years plus three (3) months for a male, and a full fifty-five (55) years plus four (4) months for a female; and thereafter, each year such age will increase by three (3) months for men and by four (4) months for women. 3. An employee whose ability to work is reduced; who performs particularly heavy, toxic or dangerous work/jobs; who performs heavy, toxic or dangerous work/jobs; or who works in areas where the socio-economic conditions are particularly difficult may retire at an earlier age but no earlier than five (5) years compared to the age prescribed in clause 2 above as at the time of retirement, except where the law contains some other provision. 4. Employees with professional qualifications or high technical expertise and [employees] in a number of other special cases may retire at an older age but not more than five (5) years later than the age prescribed in clause 2 of this article as at the time of retirement, except where the law contains some other provision. 5 The Government shall provide detailed regulations on this article.
CHAPTER XIII: ORGANIZATIONS REPRESENTING EMPLOYEES AT THE GRASSROOTS LEVEL	
Article 188. Organizations Representing Employees at the Grassroots Level 1. The trade union at grassroots level serves to represent and protect the lawful and legitimate rights and interests of trade union members and employees; participate in negotiating, signing, and monitoring the implementation of collective bargaining agreements, wage scales	**Article 3** 3. *Organization representing the employees at the grassroots level* means an organization established on a voluntary basis by the employees at any one employing unit, aimed at protecting the lawful and proper rights and interests of the employees in the labour relationship via collective bargaining or via

and wage tables, work norms, wage payment regulations and bonus regulations, internal work regulations and regulations on democracy at the workplaces, agencies or organizations; participate in resolving labour disputes; conduct social dialogue and cooperation with employers to build harmonious, stable and progressive labour relations in the enterprise, agency or organization. 2. The immediate upper level trade union shall be responsible to assist the trade union at grassroots level to perform its functions and tasks in accordance with Clause 1 of this Article; and to advocate, educate and improve the employees' understanding of labour law and trade union law. 3. In workplaces where the grassroots trade union has not been established, the immediate upper level trade union shall perform the tasks as stipulated in Clause 1 of this Article. 4. Trade unions at different levels shall work with the State management authority at the same level and with the employers' representative organization to discuss and solve matters related to labour affairs.	other forms stipulated in the law on labour. Organizations representing the employees at the grassroots level comprise the grassroots [enterprise] trade union and an employees' organization at the enterprise.
Article 189. Establishment, participation and operation of trade unions in enterprises, agencies, and organizations 1. Employees in enterprises, agencies, and organizations shall have the rights to establish, join, and participate in trade union activities in accordance with the Trade Union Law. 2. Upper level trade unions shall have the right and responsibility to mobilize employees to join the trade union and to establish grassroots level trade unions in the enterprises, agencies or organizations at which they work; the upper level trade union has the right to request the employer and the labour management authority in the locality to create favourable conditions for, and to support the formation of, a grassroots level trade union. 3. When a grassroots level trade union is formed in accordance with the Trade Union Law, the employer shall recognize and create favourable conditions for the operation of the	**Article 170. Right to establish, join and participate in the activities of an organization representing employees at the grassroots level** 1. Employees/employees have the right to establish, join and operate a trade union in accordance with the Law on Trade Unions. 2. Employees in an enterprise have the right to establish, join and participate in the activities of an organization representing employees in the enterprise in accordance with articles 172, 173 and 174 of this Code. 3. Organizations representing employees prescribed in clauses 1 and 2 above shall be equal regarding rights and obligations to represent and protect the lawful and legitimate rights and interests of employees in the labour relationship. **Article 172. Establishing and joining an organization of employees at the enterprise** 1. An organization of employees at the

grassroots level trade union.	enterprise may be lawfully established and operate after the competent State agency has issued registration. An organization of employees at the enterprise must be organized and operate on the principle of complying with the Constitution, the law and [its] charter; and must be organized and operate on a voluntary basis, be self-governing, democratic and transparent. 2. An organization of employees at the enterprise shall have its registration revoked if it violates the principles and objectives of such organization prescribed in article 174.1(b) of this Code, or if the organization of employees at the enterprise terminates its existence in a case of division, separation, consolidation, merger, dissolution or enterprise dissolution or bankruptcy. 3. If an organization of employees at the enterprise joins Vietnam Labour Union, then [such joinder] shall be implemented in accordance with the Law of Trade Unions. 4. The Government regulates the application file, sequence and procedures for registration, authority and procedures to issue or withdraw registration, and State management of financial and property issues of organizations of employees at the enterprise, and separation, division, consolidation, merger, dissolution, and the right of association of organizations of employees at the enterprise.
Article 190. Prohibited acts for employers related to the formation, joining and operation of trade union 1. Obstruct or create difficulties for employees to form, join or operate a trade union. 2. Coerce employees to form, join or operate a trade union. 3. Require employees not to join or to withdraw from a trade union. 4. Discriminate against a employee with regard to wages, hours of work and other rights and obligations in labour relations, to obstruct the employees to form, join trade unions or participate in trade union activities.	**Article 175. Conduct of employers which is strictly prohibited regarding establishing, joining and operating an organization representing employees at the enterprise** 1. Discriminating against employees and members of the leadership of an organization representing employees at the enterprise for the reason that they established, joined or operate such organization, comprising: (a) Requesting [a employee] to join or not to join or to withdraw from an organization representing employees at the enterprise in order to be recruited or to enter into or extend a labour contract; (b) Dismissing, disciplining, unilaterally terminating the labour contract or not

	continuing to enter into or extend the labour contract, or transferring an employee to do a different job or work; (c) Discriminating in terms of wages, working hours or other rights and obligations in the labour relationship; (d) Obstructing or causing job-related difficulties aimed at diminishing the operation of such organization. 2. Intervening in or manipulating the process of establishment, election, formulating working plans and organizing activities of an organization representing employees at the enterprise, including providing financial support or other economic measures aimed at neutralizing or diminishing the exercise of the representative function of such organization, or discriminating between organizations representing employees at the grassroots level.
Article 191. Rights of grassroots level trade union officers in labour relations 1. Meet with employers to discuss and negotiate on employment and labour issues. 2. Visit workplaces to meet employees within their mandates of representation. 3. In workplaces where the grassroots trade union has not been established, the immediate upper level trade union officers are granted the rights as stipulated in this Article.	**Article 176. Rights of members of the leadership of an organization representing employees at the enterprise** 1. Members of the leadership of an organization representing employees at the enterprise have the following rights: (a) To have access to employees in the workplace during the process of undertaking the duties and tasks of the organization representing employees at the enterprise, but the exercise of this right must ensure that it does not adversely affect the normal operation of the employer; (b) To approach the employer to undertake the representative tasks of the organization representing employees at the enterprise; (c) To use working time in accordance with clauses 2 and 3 below to conduct work of such organization and still be paid wages by the employer; (d) To enjoy other guarantees within the labour relationship and during performance of the representative function in accordance with law. 2. The Government shall regulate the minimum time which an employer must reserve for all members of the leadership of an organization representing employees at the

	enterprise to undertake the tasks of such organization on the basis of the number of its members. 3. The organization representing employees at the enterprise and the employer shall reach agreement on additional time compared to that prescribed in clause 2 above and on the method of using the working time of members of the leadership of the organization representing employees at the enterprise as appropriate for the actual conditions
Article 192. Responsibilities of employers to trade unions 1. Create favourable conditions for employees to form, join trade unions or to participate in trade union activities. 2. Collaborate and create favourable conditions for upper level trade unions to advocate, develop trade union membership, form grassroots level trade unions, and arrange full-time trade union officers to work at the enterprise, agency or organization. 3. Guarantee conditions allowing for the operation of grassroots level trade unions as stipulated in Article 193 of this Code. 4. Cooperate with grassroots level trade unions to develop and implement regulations on democracy, regulations on cooperation which are suitable to the functions and tasks of each side. 5. Consult with Executive Committees of grassroots level trade unions before issuing regulations related to the rights, obligations, and policies for employees. 6. Where the employment contract of a employee, who is a part-time trade union officer, expires during the tenure, his/her employment contract shall be extended until the end of the trade union tenure. 7. Where a employee is a part-time trade union officer, the employer shall have to obtain an agreement in writing with the Executive Committee of the grassroots level trade union or the Executive Committee of the immediate upper level trade union in order to unilaterally terminate his/her employment contract, transfer him/her to another work, or dismiss him/her as	**Article 177. Obligations of employer owed to an organization representing employees at the enterprise** 1. Not to hinder or cause difficulties when employees carry out lawful activities aimed at establishing, joining or participating in activities of an organization representing employees at the enterprise. 2. To recognize and respect the rights of a lawfully established organization representing employees at the enterprise. 3. [The employer] must reach agreement in writing with the leadership of the organization representing employees at the grassroots level when unilaterally terminating the labour contract of or transferring the employee to another job or when applying the disciplinary of dismissal to the employee being a member of the leadership of the organization representing employees at the grassroots level. If agreement is unable to be reached, the two parties must report to the professional agency for labour under the provincial people's committee. Only after thirty (30) days have expired from such notification does the employer have the right to make a decision. If the employer's decision is not agreed to, then an employee and the leaders of the organization representing employees at the grassroots level have the right to require labour dispute resolution in accordance with the sequence and procedures stipulated by law. 4. To extend the labour contract already entered into until the end of the term of office of any employee being a member of the leadership of an organization representing employees at the enterprise if his or her labour

a labour disciplinary measure. In case the two parties cannot reach an agreement, they shall report to the competent agency or organization. After 30 days from the date of giving notice to the labour management authority in the locality, the employer has the right to make the decision and must be responsible for that decision. In case of disagreement with the employer's decision, the Executive Committee of the grassroots level union and the employee have the right to request for labour dispute settlement in accordance with the procedures prescribed by law.	contract expires during the term of such office. 5. To discharge other obligations stipulated by law
	Article 178. Rights and obligations of organizations representing employees at the enterprise within the labour relationship 1. To engage in collective bargaining with the employer as prescribed in this Code. 2. To organize dialogues at the workplace in accordance with the provisions of this Code. 3. To consult opinions on formulation and supervision of implementation of wage scales, payrolls, labour norms, wage payment rules, bonus rules and internal labour rules; and on issues related to the rights and interests of employees who are members of such organization. 4. To represent an employee in resolution of complaints and individual labour disputes when so authorized by the employee. 5. To organize and to lead strikes as prescribed in this Code. 6. To receive technical assistance from agencies and organizations lawfully operating in Vietnam in order to learn about the law on labour, about the sequence and procedures for establishing an organization representing employees, and about the conduct of representative activities within the labour relationship after such organization is registered. 7. To have the employer arrange working space and to be provided with necessary information and conditions for operation of the organization representing employees at the

	enterprise. 8. Other rights and obligations as stipulated by law.
CHAPTER XIV: RESOLUTION OF LABOUR DISPUTES	
General Provisions on Resolution of Labour Disputes	
Article 3 7. A "labour dispute" shall mean a dispute on rights, obligations or interests which emerges between the parties in the labour relations. Labour dispute comprises of individual labour dispute between an employee and an employer, and collective labour dispute between a employee's collective and an employer. 8. A "collective labour dispute on right" shall mean a dispute between a employee's collective and the employer arising out of different interpretation and implementation of provisions of labour laws, collective bargaining agreements, internal working regulations, and other lawful regulations and agreements. 9. A "collective labour dispute on interest" shall mean a dispute arising out of the request of the employee collective on the establishment of new working conditions, as compared to the provisions of labour laws, collective bargaining agreements, or internal working regulations, or other lawful regulations and agreements, in the negotiation process between the employee's collective and the employer.	**Article 179. Labour dispute** 1. Labour dispute means a dispute about the rights, obligations and interests arising between the parties during the process of establishing, implementing or terminating the labour relationship; [or] a dispute between organizations representing employees; or a dispute arising from relationships directly relevant to the labour relationship. The various types of labour disputes are: (a) Individual labour dispute between the employee and the employer; between an employee and an enterprise or organization sending the employee to work overseas pursuant to a contract; and between a sub-leasing employer and the sub-leased employee; (b) A collective labour dispute about rights or interests between one (1) or more organizations representing employees on the one hand and the employer or one (1) or more organizations of the employer on the other hand. 2. Collective labour dispute about rights means a dispute between one (1) or more organizations representing employees on the one hand and the employer or one (1) or more organizations of the employer on the other hand, arising in the following circumstances: (a) There are different ways of interpreting and implementing provisions in the collective labour agreement, internal labour rules, regulations or other lawful agreements; (b) There are different ways of interpreting and implementing provisions of the law on labour; (c) The employer has discriminated against an employee or a member of the leadership of an organization representing employees because of establishing, joining or operating such

	organization; or has intervened in or manipulated such organization, or violationed the obligation to negotiate in goodwill. 3. Collective labour disputes about interests comprise: (a) A labour dispute arising during the process of collective bargaining; (b) [A labour dispute arising] when one party refuses to negotiate or does not conduct negotiations within the time-limit prescribed by law.
Article 194. Principles for the resolution of labour disputes 1. Respect and guarantee the negotiation and determination between the disputing parties in the resolution of labour disputes. 2. Ensure the application of mediation and arbitration on the basis of respect for the rights and interests of the two disputing parties, and respect for the public interest of the society and in conformity with the law. 3. The labour dispute shall be resolved publicly, transparently, objectively, promptly, and lawfully. 4. Ensure the participation of the representative of each party in the dispute resolution process. ~~5. The resolution of labour disputes shall be initially implemented through direct negotiation by the two parties to harmoniously resolve the interests of the two disputing parties in order to maintain the stability of the production, business, and guarantee the public order and security.~~ 6. The resolution of the labour disputes shall be carried out by a competent agency, organization or individual when one of the two parties submits a request due to the fact that one of the two parties refuses to negotiate, or does not negotiate successfully, or negotiates successfully but reneges on the agreement.	**Article 180. Principles for resolution of labour disputes** 1. Respect for the right of self-determination via negotiation of the parties during the process of labour dispute resolution. 2. Paying attention to resolution of a labour dispute via conciliation and arbitration on the basis of respect for the rights and interests of the two parties to the dispute, and respect for the common interests of society and ensuring there is no unlawful conduct. 3. Resolution must be achieved publicly, transparently, objectively, promptly, quickly and lawfully. 4. Ensuring participation of representatives of the parties during the process of resolution of the labour dispute. 5. A labour dispute is resolved by an agency, organization or individual competent to resolve same after a request is made by the parties in dispute, or on the proposal of another competent entity with agreement from the parties in dispute.
Article 195. Responsibilities of agencies, organizations and ~~individuals~~ for resolving labour disputes 1. The labour management authority shall co-ordinate with the trade union and employers' organization to guide and assist to the parties	**Article 181. Responsibilities of agencies and organizations for resolution of labour disputes** 1. State administrative authorities for labour are responsible to coordinate with

during labour dispute resolution. 2. The Ministry of Labour, Invalids and Social Affairs shall organize training to improve the professional capacity of labour mediators and arbitrators for labour dispute resolution. 3. The competent state authority must actively and promptly resolve rightbased collective disputes.	organizations representing employees and organizations representing employers to guide, support and assist the parties to resolve a labour dispute. 2. The Ministry of Labour arranges training to raise the professional capacity of labour Mediators and labour arbitrators for resolution of labour disputes. 3. When requested, the professional agency for labour under the people's committee acts as the focal agency to receive requests to resolve labour disputes, and is responsible to classify, guide, support and assist the parties in resolving same. Within five (5) working days, the agency receiving the request to resolve the labour dispute is responsible to refer such request to a labour Mediator in a case where it is compulsory to conduct labour conciliation procedures, or transfer it to the arbitration Council if a request is made for such Council to resolve the dispute, or provide guidelines to forward the request to the Court to resolve.
Article 198. Labour Mediators 1. Labour Mediators are assigned by the labour management authority of a district, urban district, town and provincial city to mediate labour disputes and disputes regarding vocational training contracts. 2. The Government shall specify the criteria and competence for the appointment of Labour Mediators.	**Article 184. Labour Mediators** 1. Labour Mediator means a person appointed by the chairman of the provincial people's committee in order to conciliate a labour dispute or a dispute about a vocational training contract; and to assist development of the labour relationship. 2. The Government regulates the criteria, sequence and procedures for appointing Mediators and the operational regime and conditions of Mediators and also regulates their management; and the authority, sequence and procedures for appointing labour Mediators.
	Article 185. Labour arbitration Councils 1. The chairman of the provincial people's committee decides to establish a labour arbitration Council and also appoints the president, secretary and labour arbitrators of such Council. The term of office of such Council is five (5) years. 2. The number of labour arbitrators in the labour arbitration Council is decided by the chairman of the provincial people's committee

	but the minimum shall be fifteen (15) people to include equal numbers nominated by the parties as follows: (a) At least five (5) members nominated by the professional agency for labour under the provincial people's committee of which the president of the Council shall be the representative of the leadership of and the secretary of such Council shall be a senior employee of such agency; (b) At least five (5) members shall be nominated by the provincial labour union; (c) At least five (5) members shall be nominated by organizations representing employers in the province after such organizations have reached agreement. 3. The criteria for and working regime of labour arbitrators are regulated as follows: (a) Labour arbitrators must have legal knowledge, experience in the labour relations sector, and be reputable and unbiased; (b) When nominating arbitrators pursuant to clause 2 above, the professional agency for labour under the provincial people's committee, the provincial trade union or an organization representing employers may appoint its personnel or any other person who satisfies all the criteria applicable to labour arbitrators as stipulated in regulations; (c) The secretary of the labour arbitration Council shall conduct the duties of the standing body of such Council. Labour arbitrators may work in accordance with the full-time or part-time [concurrent] working regime. 4. When there is a request to resolve a labour dispute pursuant to articles 189, 193 or 197 of this Code, the labour arbitration Council issues a decision establishing a labour arbitration tribunal to resolve the dispute as follows: (a) The representative of each party in dispute selects one (1) arbitrator from the list of labour arbitrators; (b) The arbitrators selected by the parties in accordance with sub-clause (a) above reach agreement on selecting another labour

	arbitrator to act as head of the tribunal; (c) If the parties in dispute select the same arbitrator to resolve the labour dispute, then the labour arbitration tribunal consists of that one labour arbitrator. 5. The labour arbitration tribunal works on the basis of the collective principle and majority decision, except in the case prescribed in clause 4(c) above. 6. The Government shall provide detailed regulations on the criteria, conditions, sequence and procedures for appointing and dismissing labour arbitrators, and on the operational regime and conditions of labour arbitrators and of the labour arbitration Council; and on organization and operation of the labour arbitration Council; and on establishment and operation of labour arbitration tribunals as prescribed in this article.
	Article 199. Labour arbitration Councils 1. The Chairperson of People's Committees at provincial level shall decide on the establishment of a Labour Arbitration Council, consisting of a Chairperson who is the head of the labour management authority, a secretary, and 84 members who are representatives of trade unions at provincial level or of employers' representative organizations. The number of members of a Provincial Arbitration Council must be an odd number and shall not exceed 07 members. When necessary, the Chairperson of the Labour Arbitration Council may invite representatives of relevant agencies organizations, or experienced experts in labour relations in the locality. 2. The Provincial Arbitration Council mediates the following collective labour disputes: a) Interest-based collective labour disputes; b) Collective labour dispute occurring in the undertakings where strikes are prohibited as stipulated by the Government. 3. The Provincial Arbitration Council shall make their decision through majority rule by secret ballot.

	4. The Provincial People's Committee shall provide the necessary working conditions for the operation of the Provincial Arbitration Council.
	Article 186. Unilateral actions prohibited while a labour dispute is being resolved When a labour dispute is being resolved by a competent entity within the time-limit prescribed by this Code, neither party is permitted to act unilaterally against the other party.
Section 2 Authority and Sequence for Resolving Individual Labour Disputes	
Article 200. Agencies and individuals who are competent in the resolution of individual labour disputes 1. The Labour Mediator. 2. The People's Court.	**Article 187. Authority to resolve individual labour disputes** The following agencies, organizations and individuals are authorized to resolve individual labour disputes: 1. The Labour Mediator. 2. The labour arbitration Council. 3. The People's Court.
Article 201. Sequence and procedures for resolving individual labour disputes by labour mediators 1. Individual labour disputes shall be resolved through mediation undertaken by a Labour Mediator before being brought to the Court, except for the following labour disputes, for which mediation is not mandatory: a) [A dispute] relating to the disciplinary measure of dismissal or arising from unilateral termination of a labour contract; b) [A dispute] relating to payment of compensation for loss and damage or payment of allowances upon termination of a labour contract; c) [A dispute] between a domestic servant and the employer; d) [A dispute] relating to social insurance in accordance with the law on social insurance, or health insurance in accordance with the law on health insurance, đ) [A dispute] relating to payment of compensation for loss and damage between an employee and an enterprise or non-business units sending a employee to work overseas	**Article 188. Sequence and procedures for resolving individual labour disputes by labour mediators** 1. An individual labour dispute must pass through procedures for mediation by a labour mediator prior to a petition to the labour arbitration Council or a Court to resolve the dispute, except for the following labour disputes for which it is not mandatory to conduct conciliation procedures: a) [A dispute] relating to the disciplinary measure of dismissal or arising from unilateral termination of a labour contract; b) [A dispute] relating to payment of compensation for loss and damage or payment of allowances upon termination of a labour contract; c) [A dispute] between a domestic servant and the employer; d) [A dispute] relating to social insurance in accordance with the law on social insurance, or health insurance in accordance with the law on health insurance, or job loss insurance in accordance with the law on employment, or relating to insurance covering a labour

pursuant to a contract; 2. A labour mediator must end [finalize] the mediation within five (5) working days from the date on which such mediator receives the request for mediation. 3. The two disputing parties must be present at a conciliation session but may appoint authorized representatives to participate on their behalf. The labour mediator is responsible to guide the parties in their negotiations. If the parties reach a settlement then the labour mediator shall prepare minutes of successful mediation. If the parties do not reach a settlement, the labour mediator shall provide a mediation proposal for consideration by the parties. If the parties agree to the mediation proposal, then the labour mediator shall prepare minutes of successful mediation. If the mediation proposal is not agreed or if one of the parties has been validly summonsed twice but is still absent without a legitimate reason, then the labour mediator shall prepare minutes of unsuccessful mediation, such minutes to be signed by the mediator and by the party in dispute who was present. Copies of minutes of successful conciliation or minutes of unsuccessful conciliation must be sent to the parties in dispute within one (1) working day after the date of preparation of such minutes. ~~4. In case of unsuccessful mediation, or when either party does not implement the agreement set out in the minutes of successful mediation, or when the statutory duration of the mediation is expired as stipulated in Clause 2 of this Article but the labour mediator fails to conduct the mediation, each disputing party has the right to request the Court to settle the dispute.~~	accident or occupational disease in accordance with the law on occupational safety and hygiene; đ) [A dispute] relating to payment of compensation for loss and damage between an employee and an enterprise or organization sending a employee to work overseas pursuant to a contract; e) [A dispute] between a sub-leasing employer and the sub-leased employee. 2. A labour mediator must end [finalize] the mediation within five (5) working days from the date on which such mediator receives the request from a party requesting dispute resolution or from an agency prescribed in article 181.3 of this Code. 3. The two disputing parties must be present at a conciliation session but may appoint authorized representatives to participate on their behalf. 4. The labour mediator is responsible to guide and assist the parties in their negotiations to resolve the dispute: If the parties reach a settlement then the labour mediator shall prepare minutes of successful mediation to be signed by the mediator and the parties in dispute. If the parties do not reach a settlement, the labour mediator shall provide a mediation proposal for consideration by the parties. If the parties agree to the mediation proposal, then the labour mediator shall prepare minutes of successful mediation to be signed by the mediator and the parties in dispute. If the mediation proposal is not agreed or if one of the parties has been validly summonsed twice but is still absent without a legitimate reason, then the labour mediator shall prepare minutes of unsuccessful mediation, such minutes to be signed by the mediator and by the party in dispute who was present. 5. Copies of minutes of successful mediation or minutes of unsuccessful mediation must be sent to the parties in dispute within one (1) working day after the date of preparation of such minutes. 6. If one of the parties fails to implement the

	agreement set out in the minutes of successful conciliation, the other party has the right to petition the labour arbitration Council or the Court to resolve the matter. 7. If it is not mandatory to conduct mediation as prescribed in clause 1 above, or if the time-limit for mediation set out in clause 2 above has expired without the mediator conducting a mediation, or if the mediation was unsuccessful as referred to in clause 4 above, then the parties in dispute have the right to select either of the following methods to resolve the dispute: a) To request the labour arbitrator Council to resolve the dispute in accordance with article 189 of this Code; b) To petition the Court to resolve the matter.
	Article 189. Resolution of an individual labour dispute by the labour arbitration Council 1.The parties in dispute, on the basis of consensus, have the right to request the labour arbitration Council to resolve their dispute in accordance with article 188.7 of this Code. If such request is made, the parties are not permitted to also petition the Court to resolve the matter, except in the case prescribed in clause 4 below. 2. Within seven (7) business days after receipt of a request to resolve a dispute as prescribed in clause 1 above, a labour arbitration tribunal must be established in order to resolve the dispute 3. The labour arbitration tribunal must issue a decision on dispute settlement within thirty (30) days after establishment, and such decision must be sent to the parties in dispute. 4. If the time-limit prescribed in clause 2 expires without a tribunal being established or the time-limit prescribed in clause 3 above expires without a decision on resolution, then the parties have the right to petition the Court to resolve the matter. 5. If one of the parties fails to enforce [comply with] the decision resolving the dispute made by the labour arbitration tribunal, then the parties have the right to petition the Court to

	resolve the matter.
Article 202. Limitation period for requesting resolution of an individual labour dispute 1. The limitation period for requesting a labour mediator to mediate an individual labour dispute is six (6) months from the date of discovery of the conduct which a disputing party claims violations his or her lawful rights and interests. 2. The limitation period for requesting a Court to resolve an individual labour dispute is one (1) year from the date of discovery of the conduct which a disputing party claims violations his or her lawful rights and interests.	**Article 190. Limitation period for requesting resolution of an individual labour dispute** 1. The limitation period for requesting a labour mediator to mediate an individual labour dispute is six (6) months from the date of discovery of the conduct which a disputing party claims violations his or her lawful rights and interests. 2. The limitation period for requesting a labour arbitration Council to resolve an individual labour dispute is nine (9) months from the date of discovery of the conduct which a disputing party claims violations his or her lawful rights and interests. 3. The limitation period for requesting a Court to resolve an individual labour dispute is one (1) year from the date of discovery of the conduct which a disputing party claims violations his or her lawful rights and interests. 4. If the person making the request proves that due to a force majeure event, an objective obstacle or some other reason prescribed by law the request was unable to be made within the time-limit prescribed in this article, then the period of such force majeure event, objective obstacle or other reason shall not be included in the limitation period for requesting resolution of an individual labour dispute.
Section 3 Authority and Sequence for Resolving Collective Labour Disputes about Rights	
Article 203. Agencies, organizations and individuals who are authorized to resolve collective labour disputes 1. Agencies, organizations and individuals authorized to resolve collective labour disputes about rights comprise: a) Labour mediators; b) The Chairpersons of the People's Committee at district, town and provincial city levels (herein referred to as Chairperson of the People's Committee at district level); c) People's Courts. 2. Agencies, organizations and individuals authorized to resolve a collective labour	**Article 191. Authority to resolve collective labour disputes about rights** 1. Agencies, organizations and individuals authorized to resolve collective labour disputes about rights comprise: a) Labour mediators; b) The Labour Arbitration Council; c) People's Courts. 2. A collective labour dispute about rights must be mediated by a mediator prior to requesting the labour arbitration Council or a Court to resolve it. **Article 195. Authority to resolve a collective labour disputes about interests**

disputes about interests comprise: a) Labour Mediator; b) The Labour Arbitration Council.	1. The following organizations and individuals are authorized to resolve collective labour disputes about interests: a) Labour Mediator; b) The Labour Arbitration Council. 2. A collective labour dispute about interests must be resolved via mediation procedures of a labour mediator prior to requesting the labour arbitration Council to resolve the matter or before conducting procedures to strike.
Article 204. Procedures for the resolution of collective labour disputes at grassroots level 1. Procedures for the mediation of collective labour disputes shall be implemented in accordance with Article 201 of this Code. The minutes of mediation must clearly indicate the form of the collective dispute. 2. In case of unsuccessful mediation or if one of the parties fails to implement the agreement set out in the minutes of successful mediation, the following provisions must be complied with: a) With regard to right-based collective labour disputes, any disputing party has the right to request the Chairperson of the People's Committee at district level to settle the dispute; b) With regard to interest-based collective labour disputes, any disputing party has the right to request the Labour Arbitration Council to settle the dispute. 3. In case the Labour Mediator fails to mediate within the duration as stipulated in Clause 2, Article 201 of this Code, any disputing party has the right to submit a request to the Chairperson of People's Committee at district level to resolve the dispute. Within 02 working days from the receipt of the request to settle a collective labour dispute, the Chairperson of the People's Committee shall identify whether the dispute is a right based or a interest based dispute. In case the dispute is a right based collective labour dispute, the dispute resolution will follow the procedures as stated in Clause 2.a of this Article and Article 205 of this Code;	**Article 192. Sequence and procedures for resolving a collective labour dispute about rights** 1.The sequence and procedures for mediating a collective labour dispute about rights shall be implemented in accordance with clauses 2 to 6 inclusive of article 188 of this Code. In the case of the disputes prescribed in sub-clauses (b) and (c) of article 179.2 of this Code, on determination that there was a violation of law, the labour mediator shall prepare minutes and transfer the file and data to the agency authorized to consider and deal with the matter in accordance with law. 2. If a mediation is unsuccessful or if on expiry of the time-limit prescribed in article 188.2 of this Code the mediator has not conducted a mediation, then the parties in dispute have the right to select either of the following methods to resolve the dispute: a) To request the labour arbitration Council to resolve the dispute in accordance with article 193 of this Code; (b) To request a Court to resolve the matter. **Article 196. Sequence and procedures for resolving a collective labour dispute about interests** 1. The sequence and procedures for mediating a collective labour dispute about interests are implemented in accordance with clauses 2, 3, 4 and 5 of article 188 of this Code 2. If mediation is successful, minutes of same must be prepared recording the matters on which the parties reached agreement, and the minutes must be signed by the disputing

In case the dispute is a interest - based collective labour dispute, the disputing parties shall be immediately instructed to resolve the dispute in accordance with Clause 2.b of this Article.	parties and by the mediator. Such minutes shall have the same legal validity as an enterprise labour collective agreement. 3. If the mediation is unsuccessful or if on expiry of the time-limit for mediation prescribed in article 188.2 of this Code the mediator has not conducted a mediation or one of the parties has failed to implement the agreements set out in the minutes of successful conciliation, then the disputing parties may select either of the following methods to resolve the dispute: a) Request the labour arbitration Council to resolve the dispute in accordance with article 197 of this Code; (b) The organization representing employees has the right to conduct procedures prescribed in articles 200, 201 and 202 of this Code to hold a strike.
	Article 193. Resolution by a labour arbitration Council of a collective labour dispute about rights 1. On the basis of consensus, the parties in dispute have the right to request the labour arbitration Council to resolve their dispute if a mediation was unsuccessful or if on expiry of the deadline for [finalizing] the mediation as prescribed in article 188.2 of this Code the conciliator failed to carry out a mediation or one of the parties failed to implement the agreement set out in the minutes of successful mediation 2. Within seven (7) business days after receipt of a request as prescribed in clause 1 above, a labour arbitration tribunal must be established to resolve the dispute. 3. Within thirty (30) days after establishment of a labour arbitration tribunal, and based on the provisions of the law on labour, the collective labour agreement, the registered internal labour rules and other lawful regulations and agreements, such tribunal must issue a decision resolving the dispute and send it to the parties in dispute. For a dispute prescribed in sub-clauses (b) or (c) of article 179.2 of this Code in which it is determined that there was a violation of law,

	the labour arbitration tribunal shall not issue a decision on resolution but shall prepare minutes and transfer the file and data to the agency competent to consider and deal with the matter in accordance with law. 4. If the parties select dispute resolution by the labour arbitration Council in accordance with the provisions of this article, then during the period such dispute is being resolved by such Council the parties are not permitted to also petition a Court to resolve the matter. 5. If on expiry of the time-limit prescribed in clause 2 above a labour arbitration tribunal has not been established, or if on expiry of the time-limit prescribed in clause 3 above such tribunal has not issued a decision resolving the dispute, then the parties have the right to petition a Court to resolve the matter. 6. If one of the parties fails to implement the decision resolving the dispute of the labour arbitration tribunal, then the parties have the right to petition a Court to resolve the matter.
Article 207. Limitation period for requesting resolution of a collective labour dispute about rights The limitation period for requesting a Court to resolve a collective labour dispute about rights is one (1) year from the date of discovery of the conduct which a disputing party claims violations its lawful rights.	**Article 194. Limitation period for requesting resolution of a collective labour dispute about rights** 1. The limitation period for requesting a labour mediator to mediate a collective labour dispute about rights is six (6) months from the date of discovery of the conduct which a disputing party claims violations its lawful rights. 2. The limitation period for requesting a labour arbitration Council to resolve a collective labour dispute about rights is nine (9) months from the date of discovery of the conduct which a disputing party claims violations its lawful rights. 3. The limitation period for requesting a Court to resolve a collective labour dispute about rights is one (1) year from the date of discovery of the conduct which a disputing party claims violations its lawful rights.
Article 206. Resolution by the labour arbitration Council of interest-based collective labor disputes 1.The Labour Arbitration Council shall complete the mediation process within seven (7) working days from the date on which the	**Article 197. Resolution by the labour arbitration Council of a collective labour dispute about interests** 1. On the basis of consensus, the parties in dispute have the right to request the labour arbitration Council to resolve their dispute if

application for interest-based collective labour dispute resolution is received. 2. The meeting of the Labour Arbitration Council shall be conducted with the participation of the representatives of both disputing parties. Where necessary, the Labour Arbitration Council may invite representatives of relevant agencies or organizations and individuals to participate in the meeting. The Labour Arbitration Council shall support both parties to negotiate with each other. Where the two parties fail to negotiate, the Labour Arbitration Council shall recommend a possible solution to both disputing parties for consideration. If the two parties reach an agreement as a result of negotiation between themselves or the two parties agree with the recommended solution, the Labour Arbitration Council shall prepare a record of successful mediation, and make a decision to recognize the agreement of the two parties. In case the two parties fail to reach an agreement or one of the disputing parties is absent for the second time without a valid reason after having been legitimately summoned, the Labour Arbitration shall make minutes of unsuccessful mediation. The minutes of mediation shall bear the signatures of the parties who are present, as well as those of the Chairperson and the secretary of the Labour Arbitration Council. Copies of the minutes of successful or unsuccessful mediation shall be sent to both disputing parties within 01 working day from the date on which the minutes is prepared. 3. After 05 days from the date on which the Labour Arbitration Council makes the record of successful mediation, if either party fails to implement the agreement, the employee's collective shall have the right to initiate the procedures to go on strike. In case the Labour Arbitration Council makes a record of unsuccessful mediation, after 03 days the employee's collective shall have the right to initiate the procedures to go on strik	mediation was unsuccessful or if on expiry of the time-limit for mediation prescribed in article 188.2 of this Code the labour mediator has not conducted a mediation or one of the parties has failed to implement the agreements in the minutes of successful conciliation. 2. Within seven (7) business days after receipt of a request as prescribed in clause 1 above, a labour arbitration tribunal must be established in order to resolve the dispute. 3. Within thirty (30) days after its establishment, based on the provisions on the law on labour, the collective labour agreement, the registered internal labour rules and other lawful regulations and agreements, the labour arbitration tribunal must issue a decision resolving the dispute and send it to the parties in dispute. 4. Where the parties select dispute resolution via the labour arbitration Council as prescribed in this article, the organization representing employees is not permitted to hold a strike while the labour arbitration Council is resolving the dispute. If on expiry of the time-limit prescribed in clause 2 above the tribunal has not been established, or if on expiry of the time-limit prescribed in clause 3 above the tribunal has not issued a decision resolving the dispute or the employer being a party to the dispute has failed to implement a decision resolving the dispute of the tribunal, then the organization representing employees being a party to the dispute has the right to conduct procedures to hold a strike as prescribed in articles 200, 201 and 202 of this Code.
Section 5 Strikes	

Article 209. Strikes 1. A strike is a temporary, voluntary and organized stoppage of work by the employee's collective in order to achieve the demands in the process of the labour dispute resolution. 2. The strike shall only be carried out in regard to interest-based collective labour disputes and after the statutory period as stipulated in Clause 3 of Article 206 of this Code expires.	**Article 198. Strikes** Strike means a temporary and voluntary cessation of work organized by the employees aimed at achieving demands during the process of resolution of a labour dispute, and where the organization representing the employees with the right to conduct collective bargaining is one of the parties to the collective labour dispute which organizes and leads the strike.
	Article 199. Cases in which employees have the right to strike The organization representing employees which was a party to a collective labour dispute about interests has the right to conduct the procedures prescribed in articles 200, 201 and 202 of this Code to strike in the following cases. 1. Mediation was unsuccessful or after expiry of the time limit prescribed in article 188.2 of this Code the conciliator failed to conduct a conciliation. 2. A labour arbitration tribunal was not established or was established but failed to issue a decision resolving the dispute or the employer being a party to the dispute failed to implement the decision of the labour arbitration tribunal resolving the dispute.
Article 211. Sequence for a strike 1. Solicit the opinion of the employee's collective. 2. Issue a decision to go on strike 3. Go on strike	**Article 200. Sequence for a strike** 1. Obtaining opinions on the strike in accordance with article 201 of this Code. 2. Issuing a decision to strike and notifying same in accordance with article 202 of this Code. 3 Holding the strike.
Article 212. Procedures for soliciting opinion of the employee's collective 1. In unionized employee's collective, opinion of the members of the Executive Committee of the grassroots level trade union and the heads of production units shall be solicited. In undertakings where the grassroots level trade union has not been established, the opinion of the heads of production units or employees shall be solicited. 2. The solicitation of opinion can be implemented by ballot or by signature. 3. Issues to solicit opinion on for the purpose of going on strike include:	**Article 201. Obtaining opinions on a strike** 1. Before holding a strike, the organization representing the employees with the right to organize and lead the strike as prescribed in article 198 of this Code is responsible to obtain opinions from all of the employees or from members of the leadership of the organizations representing employees participating in the collective bargaining. 2. Opinions must be obtained on the following matters: (a) Agreement or non-agreement to hold a strike; (b) The plan prepared by the organization

a) The option suggested by the executive committee of the trade union on issues prescribed in items b), c) and d) of Clause 2, Article 213 of this Code b) Whether the employees agree or do not agree to go on strike 4. The time and method of opinion solicitation for going on strike shall be determined by the Executive Committee of the trade union, and shall be notified to the employer at least 01 day in advance.	representing the employees with the contents prescribed in sub-clauses (b), (c) and (d) of article 202.2 of this Code. 3. Opinions may be obtained directly by way of voting slips or signatures or by some other method. 4. The organization representing the employees shall make a decision on the time, location and method for obtaining opinions on the strike, and must provide at least one day's advance notice thereof to the employer. The obtaining of opinions must not adversely affect the normal production and business operation of the employer. The employer must not cause difficulties, hinder or interfere in the process of obtaining of opinions about a strike by the organization representing the employees.
Article 215. Cases where strikes are illegal 1. The strike does not arise from an interest-based collective labour dispute. 2. The strike is organized for employees who are not working for the same employer. 3. The strike occurs whilst the collective labour dispute is being resolved or has not been resolved by the competent agencies, organizations or individuals in accordance with this Code. 4. The strike occurs in an enterprise in the list of enterprises provided by the Government in which strike is prohibited; 5. The strike occurs when the decision to postpone or cancel the strike has been issued.	**Article 204. Cases where strikes are illegal** 1. The case does not fall within those in which a strike is permitted as prescribed in article 199 of this Code. 2. The strike was not organized by an organization representing employees with the right to organize and lead a strike. 3. There was a violation of the provisions on the sequence and procedures for holding the strike as prescribed in this Code. 4. Resolution of the collective labour dispute is currently being conducted by a competent agency, organization or individual in accordance with the provisions of this Code. 5. The strike is to be held in a case in which it is not permitted to strike as prescribed in article 209 of this Code. 6 There is already a decision of a competent agency staying or suspending the strike as prescribed in article 210 of this Code.
Article 216. Notice of the decision on temporary closure the workplace At least 03 working days before the date of temporary closure of the workplace, the employer shall publicly post the decision on the temporary closure of the workplace, at the workplace, and shall notify the following agencies and organizations: 1. The Executive Committee of trade union	**Article 205. Notice of the decision on temporary closure the workplace** An employer must, at least three (3) working days prior to the date on which it temporarily closes a workplace, publicly list such decision on temporary closure at the workplace and also notify the following agencies and organizations: 1. The organization representing the

which organizes and leads the strike ~~2. The Provincial trade union organization;~~ 3. The employers' representative organization; ~~4. The labour management authority at provincial level.~~ 5. The People's Committee at district level where the enterprise headquarters is located.	employees which is organizing and leading the strike. 2. The provincial people's committee in the locality of the workplace which is proposed to close. 3. The district people's committee in the locality of the workplace which is proposed to close.
Article 222. Dealing with a strike which does not comply with sequence and procedures ~~1. The Chairperson of the People's Committee at provincial level shall issue a decision declaring a strike as violating the statutory procedures and immediately notify the Chairperson of the People's Committee at district level when the organization and leadership of the strike is inconsistent with the provisions as stipulated in the Article 212 and 213 of this Code.~~ 2. Within 12 hours from the receipt of the notification of the Chairperson of the People's Committee at provincial level, the Chairperson of the People's Committee at district level shall collaborate with the labour management authority, trade unions at the same level and other relevant agencies and organizations to directly meet with the employer and the Executive Committee of the grassroots level trade union or upper-level trade union in order to consult and support the parties in finding a resolution to the case and in resuming the normal operation of the enterprise.	**Article 211. Dealing with a strike which does not comply with sequence and procedures** Within twelve (12) hours after receiving a notice that a strike does not comply with articles 200, 201 and 202 of this Code, the chairman of the district people's committee shall preside over instructing the specialized agency for labour to co-ordinate with the same level trade union and other agencies and organizations involved to directly meet the employer and representatives of the leaders of the organization representing employees at the grassroots level in order to listen to opinions and provide support to the parties to find measures for resolving the matter and for returning to normal production and business activities. If a violation of law is detected, minutes shall be prepared and the violation shall be dealt with or a recommendation made to the competent authority to deal with the individual or organization in violation in accordance with law. In the case of a labour dispute, depending on the type of such dispute, guidance and support shall be provided to the parties to conduct procedures to resolve the dispute in accordance with the provisions of this Code.
STATE MANAGEMENT OF LABOUR	
Article 236. State management of labour 1. The Government shall uniformly carry out the State management of labour nationwide. 2. The Ministry of Labour, Invalids and Social Affairs shall be responsible before the Government for carrying out the State management of labour. Ministries and ministerial agencies, - within	**Article 213. Thẩm quyền quản lý nhà nước về lao động** 1. The Government uniformly carries out State managerment of labour throughout the entire country. 2. The Ministry of Labour is responsible before the Government to carry out State managerment of labour.

their respective mandates - shall be responsible for implementing and cooperating with the Ministry of Labour, Invalids and Social Affairs in the State management of labour. 3. People's Committees at all levels shall be responsible for the State management of labour within their respective localities.	3. Ministries and Ministerial equivalent agencies are responsible, within the scope of their respective duties and powers, to implement and coordinate with the Ministry of Labour in implementing State managerment of labour. 4 People's committees at all levels carry out State managerment of labour within their respective localities.
CHAPTER XVI: LABOUR INSPECTION AND DEALING WITH VIOLATIONS OF LABOUR LAW	
Article 238. Labour Inspection 1. The Inspectorate of the Ministry of Labour, Invalids and Social Affairs and Department of Labour, Invalids and Social Affairs shall execute the specialized inspection function in respect of labour issues. 2. The inspection of occupational safety and health in regard to radioactive materials; oil and gas exploration and exploitation; railway, waterway, road, or air transportation; and units belonging to the armed forces shall be carried out by the state management agency in charge of the issue and with the cooperation of specialized labour inspection.	**Article 215. Specialized inspection regarding labour** 1. The Law on Inspections applies to authority/competence for specialized inspections regarding labour. 2. The provisions of the Law on Occupational Safety and Hygiene applies to inspections of occupational safety and hygiene. **Article 216. Rights of labour inspectors** A labour inspector has the right to inspect and investigate the entities and objects subject to the assigned inspection in accordance with the inspection decision. It is not necessary to provide advance notice of an extraordinary/one-off inspection pursuant to a decision of the competent/authorized person in an emergency situation where there is a danger that the safety, life, health, honour or dignity of employees in the workplace is threatened.
Article 239. Handling violations in the area of labour Any person who commits an act that constitutes a violation of the provisions of this Labour Code shall, depending on the seriousness of the violation, be dealt with by disciplinary measures, administrative sanction or prosecuted for criminal liability; and is liable to pay compensation for the damages, if any, as stipulated by law .	**Article 217. Dealing with violations** 1. Any person whose conduct violations the provisions of this Code shall, depending on the nature and seriousness of the violation, be disciplined, be subject to an administrative penalty or be prosecuted for criminal liability; and if such conduct caused loss and damage, then the offender must pay compensation in accordance with law. 2. When there is a decision of the Court that a strike is unlawful, the employees participating in the strike must immediately stop striking and return to work; and an employee who fails to do so,depending on the seriousness of the violation, may be subject to a labour

	disciplinary measure in accordance with the law on labour. If a strike is unlawful and causes loss and damage to the employer, then the organiz ation representing the employees which organized and lead the strike must pay compensation for loss and damage in accordance with law. 3. Any person who takes advantage of a strike to cause a loss of public order and safety, or who causes damage to machinery, equipment or assets of the employer; any person whose conduct obstructs exercise of the right to strike, or who incites, induces or coerces employees to strike; any person who commits an act of retaliation or revenge against a person participating in a strike or a leader of a strike shall, depending on the seriousness of such conduct, be subject to an administrative penalty or shall be prosecuted for criminal liabilities; and if such conduct caused loss and damage, then the offender must pay compensation in accordance with law.
CHƯƠNG XVII: IMPLEMENTATION PROVISIONS	
	Article 218. Exemption or reduction of procedures applicable to an employer employing below ten (10) employees Any employer employing less than ten (10) employees shall comply with the provisions of this Code but is entitled to exemption or reduction of a number of procedures as prescribed in Government regulations. **Article 219. Amendment to a number of articles of laws relating to labour** 1 Amendments and additions to a number of articles of Law 58/2014/QH13 on Social Insurance as amended by Law 84/2015/QH13 and Law35/2018/QH14: (a) Article 54 is amended as follows: **"Article 54. Conditions for receiving retirement pension** 1. When the employees/employees prescribed in sub-clauses (a), (b), (c), (d), (g), (h) and (i) of article 2.1 of this Law cease work, except in the case prescribed in clause 3 of this article, with a full twenty (20) years or more social insurance premiums/contributions paid, they are entitled to a pension in the following cases:

	(a) Having reached the age prescribed in article 169.2 of the Labour Code; (b) Having reached the age prescribed in article 169.3 of the Labour Code and having worked for a full fifteen (15) years in a heavy, toxic or dangerous job or a particularly heavy, toxic or dangerous job on the list issued by the Ministry of Labour or having worked for a full fifteen (15) years in an area with especially difficult socio-economic conditions including working time in a place with a regional allowance of 0.7 or more prior to 1 January 2021; (c) The employee is a maximum ten (10) years below the retirement age for employees prescribed in article 169.2 of the Labour Code and has worked for a full fifteen (15) years in an underground coal mine; (d) The employee is infected with HIV/AIDS as a result of an occupational risk whilst carrying out his or her assigned tasks. 2. An employee prescribed in sub-clauses (dd) and (a) of article 2.1 of this Law who ceases work and has paid social insurance premiums/contributions for a full twenty (20) years or more is entitled to a pension in any of the following cases: (b) The employee is a maximum five (5) years younger than the retirement age prescribed in article 169.2 of the Labour Code, except where the Law on Officers of the Vietnamese People's Army, the Law on People's Public Security, the Law on Ciphers or the Law on Professional Military Personnel, Defence Employees and Officials contain some other provision; (c) The employee is a maximum five (5) years younger than the retirement age prescribed in article 169.3 of the Labour Code and has worked for a full fifteen (15) years in a heavy, toxic or dangerous job or a particularly heavy, toxic or dangerous job on the list issued by the Ministry of Labour or has worked for a full fifteen (15) years in an area with especially difficult socio-economic conditions including working time in a place with a regional allowance of 0.7 or more prior to 1 January 2021; (d) The employee is infected with HIV/AIDS as a result of an occupational risk whilst carrying out

	his or her assigned tasks. 3. Female employees who are commune officials or who work part-time at the commune, ward or township level and who when ceasing work participated in social insurance for a full fifteen (15) years up to below twenty (20) years and who reach the retirement age prescribed in article 169.2 of the Labour Code are entitled to a retirement pension. 4. The conditions for retirement pension age in a number of special cases is implemented in accordance with Government regulations." (b) Article 55 is amended as follows: **"Article 55. Conditions for receiving retirement pension on reduction of working capacity** 1. The employees/employees prescribed in sub-clauses (a), (b), (c), (d), (g), (h) and (i) of article 2.1 of this Law when they cease work with a full twenty (20) years or more social insurance premiums paid are entitled to a pension in a lower amount than that applicable to people who fully satisfy the conditions for a pension prescribed in sub-clauses (a), (b) and (c) of article 54.1 of this Law, when falling within any one of the following cases: (a) Being a maximum five (5) years younger than the retirement age prescribed in article 169.2 of the Labour Code on suffering a working capacity decrease of 61% to below 81%; (b) Being a maximum ten (10) years younger than the retirement age prescribed in article 169.2 of the Labour Code on suffering a working capacity decrease of 81% or more; (c) Having worked for a full fifteen (15) years or more in a particularly heavy, toxic or dangerous job on the list issued by the Ministry of Labour on suffering a working capacity decrease of 61% or more. 2. The employees/employees prescribed in sub-clauses (dd) and (e) of article 2.1 of this Law when they cease work after having paid social insurance premiums/contributions for a full twenty (20) years or more and have suffered a working capacity decrease of 61% or more, are entitled to a pension lower than that applicable to people who fully satisfy the conditions prescribed

	in sub-clauses (a) and (b) of article 54.2 of this Law when they fall into either of the following cases: (a) Being a maximum ten (10) years younger than the retirement age prescribed in article 169.2 of the Labour Code; (b) Having worked for a full fifteen (15) years or more in a particularly heavy, toxic or dangerous job on the list issued by the Ministry of Labour". (c) Article 73.1 is amended as follows: "1. Employees/employees are entitled to receive retirement pensions on satisfaction of both the follow conditions: (h) They have reached the retirement age prescribed in article 169.2 of the Labour Code; (i) They have paid/contributed social insurance premiums for a full twenty (20) years or more." 2 Amendments and additions to article 32 of the Civil Proceedings Code 92/2015/QH13: (a) The name of clause 1 is amended, and clauses 1a, 1b and 1c are added to clause 1 as follows: **"Article 32. Labour disputes and disputes related to labour falling within the jurisdiction of the Court [The following disputes fall within the jurisdiction of the Court:]** 1. Individual labour disputes between an employee and an employer which must go through conciliation procedures conducted by a labour conciliator where the conciliation is successful but the parties fail to perform or correctly perform the conciliation [results]; or the conciliation is unsuccessful or at the end of the time-limit stipulated by the law on labour the labour conciliator fails to conduct a conciliation, except for the following labour disputes for which conciliation procedures are not compulsory: (a) A labour dispute about labour discipline in the form of dismissal or about a case of unilateral termination of the labour contract; (b) A labour dispute about compensation for loss and damage or over allowances on termination of the labour contract; (c) A labour dispute between a domestic servant and the employer;

	(d) A labour dispute about social insurance in accordance with provisions of the law on social insurance, about health insurance in accordance with provisions of the law on health insurance, about job loss insurance in accordance with provisions of the law on employment, or about a labour accident or occupational disease in accordance with provisions of the law on occupational safety and hygiene; (e) A labour dispute about compensation for loss and damage between an employee and an enterprise or organization which sent such employee to work overseas pursuant to a contract; (f) A labour dispute between the sub-leased employee and the sub-leasing employer. 1a Individual labour disputes in which the two parties reach agreement on selection of a labour arbitration Council to resolve the dispute but on expiry of the time-limit prescribed by the law on labour a labour arbitration tribunal has not been established, or the labour arbitration tribunal fails to issue a decision resolving the dispute or one of the parties fails to implement the decision of such tribunal, in which case [the parties] have the right to petition the Court to resolve the matter. 1b Conciliation procedures for a collective labour dispute about rights as stipulated in the law on labour have been conducted by a labour conciliator but the conciliation was unsuccessful or on expiry of the time-limit prescribed for conciliation by the law on labour the labour conciliator failed to conduct a conciliation or one (1) of the parties failed to implement the minutes of conciliation, in which case the parties have the right to petition the Court to resolve the matter. 1c In a collective labour dispute about rights, the two parties reach agreement on selection of a labour arbitration Council to resolve the matter but on expiry of the time-limit prescribed in the law on labour a labour arbitration tribunal has not been established, or such tribunal has failed to issue a decision resolving the dispute or one of the parties has failed to implement the decision of such tribunal, in which case the parties have the right to petition the Court to resolve the matter." (b) Article 32.2 [defining labour disputes] is repealed.