

Haiwen Labor Law Bi-Monthly Newsletter 2025 September – October

Author: LIU, Yuxiang WU, Qiong



Summary

本期摘要



新规速递：人社部发布《全国各省、自治区、直辖市最低工资标准情况（截至2025年10月1日）》；北京市发布《关于2025年度各项社会保险缴费基数上下限的通告》；上海市发布《关于本市超过法定退休年龄就业人员和实习生参加工伤保险的实施意见》

Snapshot of New Regulations: The MOHRSS Released the Minimum Wage Standards of All Provinces, Autonomous Regions, and Municipalities Directly Under the Central Government (as of October 1, 2025); Beijing Released the Notice on the Upper and Lower Limits of the Contribution Wage Base for Various Social Insurance in 2025; Shanghai Released the Guiding Opinions on Work-related Injury Insurance for Employees Over the Statutory Retirement Age and Interns in Shanghai



新规速递：上海市人大常委会通过《关于修改<上海市老年人权益保障条例>的决定》，新增子女陪护假规定

Snapshot of New Regulations: The Standing Committee of the Shanghai Municipal People's Congress Adopted the Decision on Amending the Regulations of Shanghai Municipality on Protecting the Rights and Interests of the Elderly, Adding Provisions on Carer's Leave



典型案例：北京市发布个人信息保护类典型案例

Exploration of Typical Cases: Beijing Released Typical Cases Related to Personal Information Protection



典型案例：上海市发布劳动争议类改发案件裁判要点

Exploration of Typical Cases: Shanghai Released Judicial Views for Remanded or Reversed Labor Law Disputes Cases



典型案例：广州市发布劳动争议典型案例

Exploration of Typical Cases: Guangzhou Released Typical Cases of Labor Disputes



典型案例：重庆市发布劳动争议典型案例

Exploration of Typical Cases: Chongqing Released Typical Cases of Labor Disputes



一、新规速递：人社部发布《全国各省、自治区、直辖市最低工资标准情况（截至2025年10月1日）》；北京市发布《关于2025年度各项社会保险

缴费工资基数上下限的通告》；上海市发布《关于本市超过法定退休年龄就业人员和实习生参加工伤保险的实施意见》

Snapshot of New Regulations: The MOHRSS Released the Minimum Wage Standards of All Provinces, Autonomous Regions, and Municipalities Directly Under the Central Government (as of October 1, 2025); Beijing Released the Notice on the Upper and Lower Limits of the Contribution Wage Base for Various Social Insurance in 2025; Shanghai Released the Guiding Opinions on Work-related Injury Insurance for Employees Over the Statutory Retirement Age and Interns in Shanghai

1. 人社部发布《全国各省、自治区、直辖市最低工资标准情况（截至2025年10月1日）》

The MOHRSS Released the Minimum Wage Standards of All Provinces, Autonomous Regions, and Municipalities Directly Under the Central Government (as of October 1, 2025)

2025年10月17日，人社部发布《全国各省、自治区、直辖市最低工资标准情况（截至2025年10月1日）》，对31个地区的月最低工资标准和小时最低工资标准进行了汇总。需要注意的是，该汇总数据仅供参考，不同地区的统计方法可能存在差异，具体应以当地政策为准。

On October 17, 2025, the MOHRSS released the Minimum Wage Standards of All Provinces, Autonomous Regions, and Municipalities Directly Under the Central Government (as of October 1, 2025), which summarized the monthly minimum wage standards and hourly minimum wage standards across 31 regions. Please note that the summarized data is just for reference. Statistical methods of the minimum wage data may vary across different regions, which should be subject to specific local policies.

全国各省、自治区、直辖市最低工资标准情况（截至2025年10月1日）

发布日期：2025-10-17 来源：劳动关系司 打印本页

全国各省、自治区、直辖市最低工资标准情况

单位：元

地区	月最低工资标准				小时最低工资标准			
	第一档	第二档	第三档	第四档	第一档	第二档	第三档	第四档
北京	2540				27.7			
天津	2510				26.6			
河北	2200	2000	1800		22	20	18	
山西	2150	2050	1950		23.2	22.1	20.9	
内蒙古	2270	2200	2140		22.4	21.7	21.1	
辽宁	2100	1900	1700		21	19	17	
吉林	2120	1920	1780		21	19.5	18	
黑龙江	2080	1850	1750		19	17	16.5	
上海	2740				25			
江苏	2490	2260	2010		24	22	20	
浙江	2490	2260	2010		24	22	20	
安徽	2320	2170	2100	2000	23	22	21	20
福建	2265	2195	2045	1895	23.5	23	21.5	20
江西	2000	1870	1740		20	18.7	17.4	
山东	2400	2210	2020		24	22	20	
河南	2100	2000	1800		20.6	19.6	17.6	
湖北	2210	1950	1800		22	19.5	18	
湖南	2200	2000	1800		22	20	18	
广东	2500	2080	1850	1750	23.7	19.8	18.3	17.4
其中：深圳	2520				23.7			
广西	2200	2040	1870		22.4	20.7	19	
海南	2010	1850			17.9	16.3		
重庆	2330	2200			23	22		
四川	2330	2200			23	22		
贵州	2130	1980	1890		22.4	20.8	19.8	
云南	2170	2020	1870		21	20	19	
西藏	2100				20			
陕西	2160	2050	1950		21	20	19	
甘肃	2020	1960	1910	1850	21	20.5	20	19.5
青海	2080				20			
宁夏	2235	2080			22	20		
新疆	2070	1890	1750		20.7	18.9	17.5	

注：本表数据时间截至2025年10月1日。

2. 北京市发布《关于2025年度各项社会保险缴费基数上下限的通告》

Beijing Released the Notice on the Upper and Lower Limits of the Contribution Wage Base for Various Social Insurance in 2025

2025年9月18日，北京市人力资源和社会保障局等三部门联合发布《关于2025年度各项社会保险缴费基数上下限的通告》（“《**通告**》”），通告规定自2025年7月起，北京市2025年度职工基本养老保险、失业保险、工伤保险、职工基本医疗保险（含生育）月缴费基数上限确定为35,811元，月缴费基数下限为7,162元。

On September 18, 2025, the Beijing Municipal Human Resources and Social Security Bureau and two other departments jointly issued the Notice on the Upper and Lower Limits of the Contribution Wage Base for Various Social Insurance in 2025 (“**Notice**”). It stipulates that starting from July 2025, the upper limit for monthly contribution bases in Beijing for the 2025 fiscal year is set at RMB 35,811 for basic pension insurance, unemployment insurance, work-related injury insurance, and basic medical insurance for employees (including maternity coverage), and the lower limit at RMB 7,162.

3. 上海市发布《关于本市超过法定退休年龄就业人员和实习生参加工伤保险的实施意见》

Shanghai Released the Guiding Opinions on Work-related Injury Insurance for Employees Over the Statutory Retirement Age and Interns in Shanghai

2025年9月10日，上海市人力资源和社会保障局等四部门联合发布《关于本市超过法定退休年龄就业人员和实习生参加工伤保险的实施意见》（“《**意见**》”）规定上海市用人单位可以为其使用的超龄就业人员和实习生单险种参加工伤保险，由用人单位按月缴纳工伤保险费。该意见自2025年12月1日起执行,有效期至2030年11月30日。

On September 10, 2025, the Shanghai Municipal Human Resources and Social Security Bureau and three other departments jointly released the Guiding Opinions on Work Injury Insurance for Employees Over the Statutory Retirement Age and Interns in Shanghai (“**Opinions**”), which stipulates that employers in Shanghai may participate in single-item work-related injury insurance for their over-age employees and

interns, with employers making the contributions monthly. The Opinions shall take effect on December 1, 2025, and remain valid until November 30, 2030.



二、新规速递：上海市人大常委会通过《关于修改<上海市老年人权益保障条例>的决定》，新增子女陪护假规定

Snapshot of New Regulations: The Standing Committee of the Shanghai Municipal People's Congress Adopted the Decision on Amending the Regulations of Shanghai Municipality on Protecting the Rights and Interests of the Elderly, Adding Provisions on Carer's Leave

2025年9月25日，市十六届人大常委会第二十四次会议通过了关于修改《上海市老年人权益保障条例》的决定（“**《决定》**”），新修改的条例自2025年11月1日起施行。

On September 25, 2025, the 24th meeting of the Standing Committee of the 16th Shanghai Municipal People's Congress adopted the Decision on Amending the Regulations of Shanghai Municipality on Protecting the Rights and Interests of the Elderly (“**Decision**”). The amended regulations shall come into force on November 1, 2025.

《决定》新增了关于子女陪护假的规定，明确提出：老年人患病住院治疗期间，其赡养人可以享受每年累计不超过五个工作日的陪护假。赡养人为在国家提倡一对夫妻生育一个子女期间所生的独生子女的，可以享受每年累计不超过七个工作日的陪护假。陪护假期间的工资，按照本人正常出勤应得的工资发给。

The Decision adds provisions on carer's leave, clearly stating that during the period when the elderly are hospitalized for treatment due to illness, their supporter(s) may enjoy cumulative care leave of no more than five working days per year. If the supporter is the only child born during the period when the state advocated that each couple have one child, they may enjoy cumulative care leave of no more than seven working days per year. Wages during the carer's leave shall be paid in accordance with the wages the employee would normally receive for full attendance.

根据《上海市老年人权益保障条例》的上位法《中华人民共和国老年人权益保障法》，“老年人”是指六十周岁以上的公民，“赡养人”是指老年人的子女以及其他依法负有赡养义务的人。

Pursuant to the Law of the People's Republic of China on the Protection of the Rights and Interests of the Elderly, the superior law of the Regulations of Shanghai Municipality on Protecting the Rights and Interests of the Elderly, “the elderly” refers to citizens at or above the age of 60, and a “supporter” refers to the children of the elderly as well as other individuals who bear support obligations as prescribed by law.

《决定》系在人口老龄化的国情背景下做出。此前，为应对人口老龄化挑战，其他地区也出台过相关规定，例如《北京市人口与计划生育条例》（2021年11月起实施）第二十五条规定，独生子女父母需要护理的，独生子女每年获得累计不超过十个工作日的护理假；依据《广东省人口与计划生育条例》（2021年12月起实施）第三十六条第五项规定，在国家提倡一对夫妻生育一个子女期间，自愿终身只生育一个子女的本省户籍夫妻，享受以下优待奖励补助：……（5）年满六十周岁，用人单位应当给予其子女每年五日的护理假；患病住院治疗的，给予其子女每年累计不超过十五日的护理假。

The Decision was made against the national background of an aging population of China. Previously, other regions have also introduced relevant provisions to address the challenges of population aging. For example, Article 25 of the Regulations of Beijing Municipality on Population and Family Planning (implemented in November 2021) stipulates that if the parents of an only child need care, the only child shall be entitled to cumulative care leave of no more than ten working days per year. According to Item 5 of Article 36 of the Regulations of Guangdong Province on Population and Family Planning (implemented in December 2021), couples with local household registration who voluntarily committed to having only one child during the period when the state advocated that each couple have one child are entitled to the following benefits and allowances: (5) when they reach the age of 60 or above, the employer shall grant their children five days of carer's leave per year; if they are hospitalized for treatment due to illness, their children shall be granted a cumulative carer's leave of no more than 15 days per year from the employer.

与上海市的子女陪护假规定相比，北京市的子女陪护假的适用对象限于独生子女，未设置额外的适用前提条件；而广东省的子女陪护假的适用对象不限于独生子女，同时针对不同情况（父母年满六十周岁或患病住院治疗）设定了五天或不超过十五天的不同假期天数。因此，不同地区的用人单位应当及时了解当地现行规则，修订完善内部规章制度，充分保护员工休息休假的权益。

Compared with Shanghai's provisions on carer's leave, Beijing's carer's leave is only applicable to the only child without additional prerequisites. Guangdong's carer's leave is not limited to the only child, and sets different leave durations (5 days or no more than 15 days) for different scenarios (parents aged 60 or above, or parents hospitalized for illness). Therefore, employers are advised to learn local existing rules in a timely manner, revise and improve internal rules and regulations, and fully protect employees' rights and interests to rest and vacation.



三、典型案例：北京市发布个人信息保护类典型案例

Exploration of Typical Cases: Beijing Released Typical Cases Related to Personal Information Protection

2025年10月30日，北京市第四中级人民法院召开新闻通报会，向社会发布个人信息保护类案件审判情况，发布7个涉及个人信息权益保护的典型案例。其中的第5个案例和第6个案例涉及用人单位在用工管理过程中对员工个人信息的处理，值得用人单位和劳动者注意。

On October 30, 2025, the Beijing Fourth Intermediate People's Court held a press conference to release the summary of the trial of personal information protection cases to the public. The Court issued seven typical cases involving the protection of personal information rights and interests, among which case 5 and case 6 involve the handling of employees' personal information by employers during the employment management process, warranting attention from both employers and employees.

1. 公司披露员工工资等私密信息应在合理范围之内。在案例五中，用人单位与员工就旷工

违纪解除劳动合同事宜产生纠纷，相关仲裁裁决书与民事判决书中载有员工的个人工资信息。随后，公司在向证券交易所提交的招股说明书等材料中披露了上述涉诉事项。员工主张公司此举侵犯了其姓名权、隐私权及个人信息权益。法院认为，公司对涉案诉讼、仲裁事项的披露方式超出了对个人信息使用的合法、必要原则，认定构成对员工隐私权的侵害，判决公司在涉案文件中对员工真实姓名隐去处理，并向其赔礼道歉并赔偿精神损害抚慰金。

Disclosure of confidential employee information shall be within reasonable limits. In case 5, a dispute arose between the employer and the employee regarding the termination of the labor contract due to absenteeism and disciplinary violations. The employee's personal salary information was recorded in the relevant arbitration award and civil judgment. Subsequently, the company disclosed the aforementioned litigation matters in materials such as the prospectus submitted to the stock exchange. The employee claimed that the company's action infringed upon his/her right to name, privacy, and personal information. After hearing the case, the court held that the company's disclosure of litigation and arbitration matters in question exceeded the principles of legality and necessity for the use of personal information, which was determined to constitute an infringement of the employee's privacy rights. The court thus ordered the company to redact the employee's real name from relevant documents, issue a formal apology, and pay moral compensation.

2. 公司人力资源部门在处理员工个人信息应严格遵循合法正当、最小影响等原则。在案例六中，用人单位在员工通过电子邮件发送离职通知后，在未经员工许可也未告知员工的情况下，清空了用人单位提供给员工的手机中的全部信息，员工以涉案手机存储信息丢失为由，向用人单位提起侵权之诉。法院最终认为，个人信息权益损害案件中，受害方的证明责任可以采用“高度可能性”标准。结合该案中公司政策未禁止设备存有个人数据等信息的日常生活经验，以及员工事后反应的合理性，认定手机存储员工个人信息的事实具有高度可能性。用人单位在未发生内部政策规定的可以清空手机的情况下，直接采取该措施，违反了其内部规定，也违反了《个人信息保护法》的最小影响原则，不构成实施人力资源管理所必需的免责情形，因此，改判用人单位向员工书面致歉并赔偿合理损失。

In the processing of employees' personal information, HR department of the company shall strictly comply with the principles of legality, legitimacy, and minimum impact. In case 6, after an employee submitted a resignation notice via email, the employer, without the employee's permission or prior notice, erased all data from the company-provided mobile phone that had been issued to the employee.

The employee subsequently filed an infringement lawsuit against the employer, citing the loss of information stored on the phone in question. The court finally held that in cases of infringement of personal information rights and interests, the burden of proof for the aggrieved party can adopt the standard “a high degree of probability”. Based on everyday life experience, such as the company’s policy not prohibiting the storage of personal data on the device, as well as the reasonableness of the employee’s subsequent reaction, the court determined that it was highly probable that the phone contained the employee’s personal information. In the absence of internal policy permitting phone data erasure, the employer’s direct implementation of this measure not only violated its internal regulations, but also breached the principle of minimum impact under Personal Information Protection Law, and thus does not constitute a necessary scenario for HR management that would exempt the employer from liability. Accordingly, the court reversed the original judgment and ordered the employer to issue a formal written apology to the employee and provide compensation for the reasonable losses incurred.

自2021年《民法典》和《个人信息保护法》出台以来，实践层面对于个人信息的保护力度持续加大，对于各行业的企业而言，需重视内部员工个人信息管理模式的评估、完善与落实。

Since the enactment of the Civil Code and the Personal Information Protection Law in 2021, the protection of personal information has been continuously strengthened in practice. For enterprises across various industries, it is necessary to attach importance to the evaluation, improvement and implementation of the management mode of the personal information of internal employees.



四、典型案例：上海市发布劳动争议类改发案件裁判要点

Exploration of Typical Cases: Shanghai Released Judicial Views for Remanded or Reversed Labor Law Disputes Cases

2025年11月，上海市二中院发布了“劳动争议类改发案件裁判要点”，对劳动争议的改发案件中常见问题及裁判规则进行归纳提炼，旨在促进类案同判和适法统一。

In November, 2025, the Shanghai Second Intermediate People's Court released judicial views for remanded or reversed labor law disputes cases, which summarized and refined issues and adjudication rules in such cases, with the aim of promoting consistent adjudication and uniform application of the law in similar cases.

其中，有3个与劳动关系的认定有关的问题，相关裁审观点如下：

Among these, three issues pertain to the determination of employment relationship. The relevant adjudication views are as follows:

1. 具有股东身份的人员，是否具备劳动法意义上的劳动者身份，应根据双方实际履行情况加以判断。可通过审查双方是否具备人格从属性、经济从属性、组织从属性，是否具有建立劳动关系的合意等进行综合判定。

Whether a shareholder qualifies as an employee under labor law should be determined based on the actual performance of the relationship between the parties. A comprehensive assessment should be conducted by examining factors including but not limited to personal subordination, economic subordination, organizational subordination, and the intention to establish an employment relationship.

2. 取得劳动成果不能作为建立劳动关系的前提条件，未签订书面劳动合同的劳动者与用人单位是否存在事实劳动关系，应审查双方实际履行情况，以从属性作为判断标准。用人单位可以对应聘人员的职业资格、职业经验或职业技能等提出要求，但劳动者是否取得劳动成果并非双方之间是否构成劳动关系的判断因素。

The attainment of work results shall not be regarded as a prerequisite for establishing an employment relationship. When determining whether a de facto employment relationship exists between an employee and an employer without a written labor contract, the actual performance of the relationship should be examined, with subordination serving as the decisive criterion. While an employer may set requirements regarding professional qualifications, experience, or skills for job applicants, whether the employee obtains specific work results is not a determining factor in establishing an employment relationship.

3. 劳动关系应坚持事实优先原则，根据用工事实判断。在劳动合同未实际履行的情况下，仅凭双方当事人在诉讼中的自认，无法认定双方存在真实的劳动关系。

The determination of an employment relationship shall adhere to the principle of primacy of facts and be based on actual employment facts. Where a labor contract has not been performed in practice, the mere existence of mutual admissions by the parties during litigation cannot establish the existence of a genuine employment relationship.

此外，其他5个问题的裁审观点如下：

Furthermore, the adjudication views on the remaining five issues are as follows:

4. 劳动者在职期间用人单位未缴纳社保，双方签署的离职协议中包含用人单位向劳动者支付社保补偿金的条款，违反了法律、行政法规的强制性规定，应当认定为无效。

A severance agreement signed by an employer and an employee, which includes a clause for the employer to pay social insurance compensation to the employee for periods during which social insurance contributions were

not made while the employee was employed, violates mandatory provisions of laws and administrative regulations and shall be deemed void.

5. 用人单位拟在试用期内以“不符合录用条件”解除劳动合同的，应在试用期内完成对劳动者的考核，并在试用期满前将解除劳动合同通知送达至劳动者。

If an employer intends to dismiss an employee during the probationary period on the grounds of “failing to meet the recruitment criteria”, it must complete its assessment of the employee and serve the termination notice to the employee within the probationary period.

6. 劳动者不得以用人单位未严格执行考勤管理制度为由主张用人单位已丧失旷工解除的权利。用人单位要求劳动者严格执行考勤制度，在督促无果的情况下，有权根据具体的旷工事实作出解除劳动合同的决定。

An employee shall not assert that the employer has forfeited its right to terminate the employment for absenteeism on the grounds that the employer failed to strictly enforce its attendance management system. After having demanded that the employee observe the attendance rules and finding its efforts ineffective, the employer is entitled to terminate the labor contract based on the specific facts of the employee's unauthorized absences.

7. 用人单位的高级管理人员存在不定时或弹性工作等劳动提供形式下，如用人单位长期不对其进行严格考勤管理，不能以未正常出勤为由径行认定旷工，应当结合双方对工作形式的约定、过往履行情况以及高级管理人员是否提供劳动关系等综合判断。

Where a senior manager of an employer operates under a flexible or irregular working hour system, and the employer has not implemented strict attendance management over an extended period, the employer may not unilaterally deem the manager's absence as absenteeism solely due to irregular attendance. A comprehensive assessment shall be conducted, considering the agreed working arrangements, historical performance, and

whether the senior manager has fulfilled their labor obligations.

8. 劳动者行使即时解除权但理由与法定情形不符时，也应当认定双方之间的劳动关系在劳动者解除的意思表示到达用人单位时解除。用人单位不得再以劳动者违纪为由解除劳动合同。

Where an employee exercises the right to immediate termination of the labor contract, but the grounds cited do not align with statutory requirements, the employment relationship shall nonetheless be deemed terminated at the moment the employee's notice of termination is received by the employer. Following this, the employer is precluded from terminating the contract on the grounds of the employee's disciplinary violation.



五、典型案例：广州市发布劳动争议典型案例

Exploration of Typical Cases: Guangzhou Released Typical Cases of Labor Disputes

2025年9月26日，广州市中级人民法院、广州市人力资源和社会保障局、广州市总工会联合举办新闻发布会，共同签署《关于联动高效化解劳动争议案件（纠纷）的工作意见》，分别发布劳动争议典型案例。其中：

On September 26, 2025, Guangzhou Intermediate People's Court, Guangzhou Municipal Human Resources and Social Security Bureau, and Guangzhou Federation of Trade Unions jointly held a press conference, signing the "Work Opinion on Coordinating and Efficiently Resolving Labor Dispute Cases" and respectively releasing typical cases of labor disputes. Among them:

广州中院发布的典型案例中，我们认为值得关注的裁审观点如下：

Among the typical cases released by Guangzhou Intermediate People's Court, we believe the following judicial views are particularly noteworthy:

1. 具备用工主体资格的承包人将承包业务转包或者分包给不具备用工主体资格的组织或者个人的，需对后者聘用的劳动者承担工伤保险责任；

Where a contractor with legal capacity as an employer subcontracts the project to an organization or individual lacking such capacity, the contractor shall bear the liability for work-related injury insurance for the employees employed by the latter;

2. 劳动者因工作岗位调整被解除劳动合同关系，劳动权益未受到损害的，用人单位无需支付经济补偿；

If an employee's employment relationship is terminated due to job position adjustment and their labor rights and interests have not been infringed upon, the employer is not required to pay economic compensation;

3. 用人单位不得因女职工怀孕、生育、哺乳随意调岗变相降低其工资；

Employers shall not arbitrarily transfer a female employee to another post under the pretext of her pregnancy, childbirth, or nursing period thereby reducing her salary.

4. 劳动者以非紧迫性事由申请长假，在用人单位明确拒绝并催告返岗后仍拒不返岗的，其行为已超越一般请假范畴，构成旷工且属严重违反劳动纪律。用人单位据此可以合法解除劳动合同关系。

If an employee applies for long leave for non-urgent reasons and persist in refusing to return after the employer explicitly rejects the application exceed the scope of ordinary leave requests. Such conduct constitutes

absenteeism as well as a serious violation of labor discipline. Accordingly, the employer may lawfully terminate the employment relationship.

广州市人力资源和社会保障局发布的典型案例中，我们认为值得关注的案例如下：

Among the typical cases released by Guangzhou Municipal Human Resources and Social Security Bureau, we consider the following cases to be particularly noteworthy:

案例二中，仲裁机构认为，在劳动者与平台企业或者用工合作单位间未订立书面劳动合同时，法院主要依据用工事实和劳动管理程度判断是否构成劳动关系，考量因素包括：劳动者对工作时间及工作量的自主决定程度、劳动过程受管理控制程度、劳动者是否需要遵守有关工作规则等；

In case 2, the arbitration institution held that when no written labor contract has been concluded between the employee and the platform enterprise or the cooperative employing entity, the court mainly determines whether a labor relationship has been formed based on the employment facts and the extent of labor management. The factors to be considered include the extent to which employees' autonomy in determining working hours and workload, the degree to which the labor process is under management and control, and whether employees need to abide by relevant work rules, etc.;

案例四中，仲裁机构认为，用人单位向其境外签约实施的承包项目派遣劳动者并为其理工作签证的费用，属于用人单位为劳动者提供劳动条件的范畴，除非双方有明确书面约定，否则不得随意从劳动者工资中扣除。

In case 4, the arbitration institution held that the expenses incurred by an employer for dispatching employees to overseas contracted projects and handling work visas for them fall within the scope of the employer providing working conditions for the employees. Unless there is a clear

written agreement between both parties, such expenses cannot be deducted from the employees' wages at will.

广州市总工会发布的典型案例中，我们认为案例七的裁审观点值得关注。该案中，裁审机构认为，在劳动者与用人单位双方已经明确约定竞业限制义务的情况下，如用人单位确定劳动者在离职后不需要履行竞业限制义务，应当及时明确告知劳动者解除竞业限制。

Among the typical cases released by Guangzhou Federation of Trade Unions, we believe that the judicial views in case 7 deserve attention. In case 7, the adjudication authority held that when both the employee and the employer have clearly agreed on non-compete obligations, if the employer determines that the employee does not need to fulfill such obligations after termination, it should promptly and clearly inform the employee to release from the non-compete restrictions.

位于广州市的用人单位可以将上述机构发布的典型案例中的裁审观点作为参考，了解实践中相关问题的审理和裁判标准。

Employers located in Guangzhou can take the judicial views in the typical cases released by the above-mentioned institutions as a reference to understand the trial and judgment standards of related issues in practice.



六、典型案例：重庆市发布劳动争议典型案例

[Exploration of Typical Cases: Chongqing Released Typical Cases of Labor Disputes](#)

2025年9月26日，重庆市高级人民法院发布了6个服务保障稳就业促发展劳动争议典型案例

例。其中包含的典型观点如下：

On September 26, 2025, the Chongqing Higher People's Court released six typical labor dispute cases that serve the dual goals of stabilizing employment and promoting economic development. The key viewpoints from these cases are as below.

1. 用人单位与见习人员签署《见习协议》，双方并无建立劳动关系的合意，见习人员无权要求用人单位支付见习期间未订立书面劳动合同二倍工资差额；

Where an employer and a trainee sign a "Traineeship Agreement" and there is no mutual intention to establish an employment relationship, the trainee is not entitled to demand payment of the double wage penalty for failing to sign written labor contract during the traineeship period from the employer.

2. 认定用人单位与劳动者之间属于何种法律关系，应根据双方实际发生的权利义务关系的特征进行判断，不能仅通过招录岗位名称予以认定；

Determining the type of legal relationship between an employer and an employee should be based on the characteristics of the actual rights and obligations between the parties, and cannot be determined solely by the title of the recruited position.

3. 用人单位与劳动者在《录用通知》中约定了留才奖，后双方解除劳动关系，用人单位仍应遵守承诺发放相关奖励和补贴；

Where an employer and an employee have agreed on a talent retention bonus in the Offer Letter, the employer should still honor its commitment to issue the relevant rewards and subsidies after the termination of the employment relationship.

4. 用人单位在入职体检中检测乙肝并以岗位取消为由拒绝录用乙肝病原携带者的，构成就业歧视；

An employer's testing for Hepatitis B during pre-employment physical examinations and subsequently refusing to hire a Hepatitis B carrier on the grounds of the position being cancelled constitutes employment discrimination.

5. 用人单位撤销岗位录用通知应当承担缔约过失责任；

The employer shall bear the liability for contracting negligence when canceling the job offer.

6. 用人单位未及时退还证件影响劳动者就业的，应当赔偿经济损失。该案中，因劳动者已经离职且未实际提供劳动，法院酌情按照当地最低工资标准按月计算未归还期间的损失。

If an employer fails return an employee's certificates in a timely manner and this affects the employee's further employment, it shall compensate for the economic losses. In this case, since the employee had already resigned and did not actually provide labor, the court, at its discretion, determined the losses for the period when the certificates were not returned on a monthly basis with reference to the local minimum wage standard.

位于重庆市的用人单位可以将重庆市法院发布的典型案例中的裁审观点作为参考，了解实践中相关问题的审理和裁判标准。

Employers located in Chongqing can take the judicial views in the typical cases released by the above-mentioned institutions as a reference to understand the trial and judgment standards of related issues in practice.

本文作者



刘宇翔 (LIU Yuxiang)

合伙人

liuyuxiang@haiwen-law.com



扫描二维码
查阅律师简历



吴琼 (WU Qiong)

合伙人

wuqiong@haiwen-law.com



扫描二维码
查阅律师简历

2025-11-14