



Abuse in the Printing Supply Chain

An Investigation into Two Cartridge Manufacturers

December 13, 2021



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Executive Summary

Every day, companies and people across the world print and copy materials using an assortment of printers, copiers, and other equipment. Arguably, the most important part of these machines are the ink and toner cartridges they employ. China has established an industry that manufactures millions of cheap ink and toner cartridges that are worth billions of dollars. Rarely do we ever spare a thought as to how these printing products were created and how the people manufacturing these products are treated. China Labor Watch, however, is aware of tens of thousands of workers toiling silently in Chinese factories to produce these cheap cartridges.

Large printer and copier manufacturers like Brother, Canon, HP, Konica Minolta, Ricoh, Xerox, and others charge a premium for the cartridges their machines consume. To tap into this lucrative product category, which is worth approximately \$30 billion, a rump industry has emerged producing third-party consumables. The business model for these third-party cartridge manufacturers, most of which are based in China, requires them to compete primarily on price to gain market share. Since 2009, the Actionable Intelligence, a U.S.-based market research firm following the industry, has detailed many of the unfair business practices used by various Chinese firms on their website at www.Action-intell.com. These infractions, ranging from patent infringement to false and deceptive claims to dupe consumers and gain market share, have resulted in scores of court actions and legal settlements. Zhuhai National Resources & Jingjie Printing Technology, for example, defaulted in various U.S. legal actions filed separately by Epson, Canon, and HP. Regardless, third-party ink and toner cartridge production continues unabated in China, and the cartridges are available at some of the world's largest online marketplaces, including Amazon and eBay.

After receiving reports of labor violations, China Labor Watch investigated China's vast third-party ink and toner cartridge industry, which is centered primarily in and around Zhuhai, China, a small port city on the Pearl River Delta in Guangdong Province. Our investigation has discovered just the tip of the iceberg of the violation of Chinese factory workers' rights and interests within the printing industry.

In one of the factories China Labor Watch investigated, a female worker started sobbing after her first hour of work; she was too tired to go on. But since no talking was allowed during work, no one could comfort her. She cried intermittently until the end of the day, and after standing for 11 hours a day her feet were swollen. From positions of privilege, we often imagine the suffering occurring to people in factories far away as an ignorant, unaware suffering and as an inevitable suffering. This is not the case. It is a very real problem for thousands of workers. Our undercover investigator wrote in their journal,

“At lunch time, I chatted with a worker who has been here for more than a year. I asked him how he felt about working in this factory, and he said in anger, "This factory has a black heart, which only grows blacker and blacker”. During the pandemic, workers' hourly wage were cruelly reduced from 22 yuan to just 17 to 18 yuan, he told me. The worker was fooled at first, but now the more he stays, the more meaningless the work becomes.”

The workers interviewed during the investigation often were aware that they are being exploited yet have no other choice to make ends meet, and workers themselves often clearly identified what they consider to be unfair and unsatisfactory working conditions. This exploitation of workers is *not* inevitable and should

not be accepted as common practice in the Chinese third-party supplies industry or by the channels that sell third-party ink and toner cartridges from China.

To highlight the poor working conditions of the factory workers in the printer consumables manufacturing industry, China Labor Watch dispatched undercover investigators into two factories during the fall of 2021. While working undercover at two factories for a period of multiple weeks, our investigators interviewed 39 workers at the Zhuhai National Resources & Jingjie Printing Technology factory and 47 workers at Zhuhai Maetone Infotech factory to gather the evidence and data within this report.

Four of the most serious rights violations uncovered within China Labor Watch's investigation are highlighted below:

1. Blatant violations and exploitation of Chinese labor law

We identified many labor practices that violate Chinese law, including but not limited to issuing false pay stubs, failure to purchase Social Insurance, insufficient health and safety training, age discrimination, excessive overtime, and no paid leave. The following are specific chapters of the Safety Production Law of the People's Republic of China that China Labor Watch suspects have been violated by Zhuhai National Resources & Jingjie Printing Technology Co., Ltd and/or Zhuhai Maetone Infotech Co., Ltd:

1. Chapter 3, Article 58: "Employees should receive education and training on production safety, master the knowledge of production safety required for their jobs, improve production safety skills, and enhance accident prevention and emergency response capabilities."

Employees at the Zhuhai National Resources & Jingjie Printing Technology factory did not receive proper education on safe production and copying two test questions fails to effectively train employees on the norms of safe production, which may leave hidden dangers of safety accidents. Employees at the Zhuhai Maetone Infotech did not receive *any* education and training on production safety.

2. Chapter 2, Article 10: "A written labor contract shall be concluded when a labor relationship is established. If a labor relationship has been established and a written labor contract is not concluded at the same time, a written labor contract shall be concluded within one month from the date of employment. If the employer and the worker conclude a labor contract before the employment, the labor relationship shall be established from the date of employment."

According to the interview records, many workers at the Zhuhai National Resources & Jingjie Printing Technology and the Zhuhai Maetone Infotech factory started work without determining the precise provisions of employment in the labor contract, and at the Zhuhai National Resources & Jingjie Printing Technology factory, management did not consistently issue the labor contract to the workers within one month. Although Article 69, Section 3 of the Labor Contract Law allows part-time workers to enter into an oral agreement with the employer, the *full-time* labor relationship between the worker and the factory during the probationary period is still contractually established and should not

be considered as "part-time employment". Therefore, the employer's "oral notice" is not in accordance with the law.

3. Chapter 4, Article 38: "The employer shall ensure that workers have at least one day off per week," and Chapter 4, Article 41: "The employer may, after consultation with the labor union and the workers, extend the working hours due to the needs of production and operation, generally not exceeding one hour per day; if the working hours need to be extended for special reasons, the extended working hours shall not exceed three hours per day, but not more than thirty-six hours per month, under the condition of safeguarding the health of the workers."

The workers' overtime work at both factories during the peak season has clearly violated the provisions of the labor law. The employer forces workers to work overtime under the threat of "absenteeism" without consulting the workers' representatives, which is a suspected violation of Article 41 of the Labor Law.

4. Chapter 4, Article 44: "In any of the following cases, the employer shall pay wages and compensation higher than the workers' wages for normal working hours in accordance with the following standards.
 - (a) If the worker is arranged to work longer hours, pay a wage remuneration of not less than one hundred and fifty percent of the wage.
 - (b) If a worker is scheduled to work on a rest day and no compensatory time off can be arranged, a wage payment of not less than two hundred percent of the wage shall be paid.
 - (c) If a worker is required to work on a statutory holiday, he or she shall be paid not less than three hundred percent of his or her wages."

The reasons are as follows: Article 36 of the Labor Law indicates that the daily working hours of workers shall not exceed eight hours, and Article 41 stipulates that if the employer, due to production and operation needs, can negotiate with workers to extend working hours, which shall not exceed three hours per day. In accordance with these two provisions, hourly-paid workers should be paid the overtime rate if they work more than eight hours a day. The wages paid shall also be paid in accordance with the provisions of Article 44 above. Workers at both factories are not consistently provided with the legally required amount of days off per month, and furthermore, when workers are scheduled to work on a rest day and no compensatory time off is arranged, workers are not paid 200% of their regular wage as required by law. The increased holiday pay of 300% of normal wages is also not paid to hourly workers at the Zhuhai National Resources & Jingjie Printing Technology factory nor paid to any Zhuhai Maetone Infotech factory workers who are required by management to work Holidays.

Not only do these two factories violate the law, but they also exploit legal loopholes and lax regulatory mechanisms to further violate Chinese workers' rights and interests. For example, if a factory is proven to have failed to pay workers according to Chinese law, the Human Resources and Social Security Bureau will fine and order the factory to pay workers a legal wage. However, in this instance, "according to the law" simply means the wage should not be lower than the minimum wage, not that the factory must conform with legal requirements for increased pay during overtime and time off. The minimum wage of Zhuhai where both factories are located is 1720 RMB a month. Even though the Maetone factory issues a false pay stub to workers and does not apply the required overtime pay to

calculate wages, the monthly wages paid to workers at the Maetone factory is actually above the legal minimum, making legal enforcement difficult and unlikely. This built-in legal loophole limits the government's ability to enforce its own laws, which allows factories to force extreme overtime hours on workers so long as workers receive some compensation for those hours, regardless of whether their pay is in accordance with the legal *overtime* minimum wage. This creates a vicious cycle of labor abuse wherein the factory fraudulently underpays workers their owed overtime pay, and in order to recoup this withheld overtime pay, workers are subtly coerced to work more hours and give up their legal right to time off. The most disheartening thing is that the workers themselves become unwitting participants in their exploitation. The Maetone factory is willing to violate Chinese law and schedule workers to work on legally mandated rest days and for an excessive amount of overtime hours, and in order to ensure workers' silence, it offers a paltry sum for these extended and illegal hours. The workers however often have no choice but to accept any additional wages, even if they are illegally reduced. Zhuhai Maetone Infotech Co., Ltd has intentionally created this system of punishments and incentives to increase corporate profits by exploiting workers' rights and interests.

Furthermore, while not explicitly illegal, both Zhuhai National Resources & Jingjie Printing Technology Co., Ltd and Zhuhai Maetone Infotech Co., Ltd present partially blank labor contracts for workers to sign in order to start work. The worker does not know the contents of the agreed upon terms and conditions of their own employment when they sign. It is a common practice among factories in China to download labor contract templates from local government websites with blank spaces to be filled in for information on wages, job content, holidays, etc. However, rather than filling in the required information before presenting it to the worker, both factories gave workers a copy of the incomplete contract template and only asked the worker fill in their personal information. Only after obtaining workers' legally binding agreement to an incomplete labor contract did management at both Zhuhai National Resources & Jingjie Printing Technology and Zhuhai Maetone Infotech actually write down the salary, job content, holidays and important other terms and conditions. Workers at both factories given vital information on their own employment before they start work.

2. Multiple safety hazards including the risk for a combustible dust explosion

Most concerningly, our investigator identified what is likely a dust exposure risk to workers in the toner powder filling positions at the Zhuhai Maetone Infotech factory. Our investigator discovered a notice sent by the factory stating that there might be dust contamination. We could not identify the precise type of toner powder and therefore cannot determine the material's ignitable, corrosive, reactive, and/or toxic properties. China Labor Watch cannot determine the health risk to workers who are exposed to this toner dust at the Maetone factory. Further adding to the risk Maetone workers face, toner dust is a combustible material and can spark what is called a combustible dust explosion. According to OSHA's Hazard Communication Guidance for Combustible Dusts, a combustible dust explosion or fire can cause catastrophic loss of life, injuries, and destruction of buildings. In many of these incidents, workers and managers were unaware of the potential for dust explosions or failed to recognize the serious nature of dust explosion hazards. Earlier this year in August, a Konica Minolta toner production plant in Japan

experienced a combustible dust fire with toner dust serving as the ignition source.^{1 2} In May 2018, yet another toner dust explosion occurred at the Close the Loop printer cartridge recycling facility in Kentucky.^{3 4}

To prevent a similar incident from occurring, Zhuhai Maetone Infotech must act urgently and identify the health risk to workers exposed to toner dust, as well as evaluate the factory's risk for a toner dust fire and explosion. First, China Labor Watch recommends that Zhuhai Maetone Infotech Co., Ltd review previous incidences of toner dust explosions, the above-mentioned OSHA Hazard Communication Guidance for Combustible Dusts, and the U.S. Chemical Safety Board's page on Combustible Dust Safety.⁵ Secondly, we recommend that Maetone Infotech take measures to control dust, eliminate ignition sources, and limit the potential effects of explosions to minimize deaths, injuries, and damage to property. And thirdly, we recommend that Maetone Infotech develop a written hazard communication program and provide information and training to workers about the hazardous dusts and chemicals in their workplace.

In fact, new workers at the Zhuhai National Resources & Jingjie Printing Technology factory are only provided 30 minutes to an hour of workplace safety and hazards training. This "training" solely consisted of asking workers to copy prewritten answers from a safety test which included *no* specific explanation about environmental, health, and/or safety aspects of the job; this clearly is inadequate to competently train new employees on the workplace hazards and safety risks inherent in a manufacturing environment. Employees at the Zhuhai Maetone Infotech did not receive *any* education and training on production safety, clearly violating the law. Both factories do not have an environmental health and safety committee, nor do they tell workers whether they are exposed to hazardous substances. Potentially hazardous waste containing ink and toner is improperly disposed of at the Zhuhai National Resources & Jingjie Printing Technology factory.

Most Maetone workers reported that they were in physical pain during the first week of work, because they were not yet used to such a heavy workload. One worker injured his hands (skin abrasion and joint pain), because had to use the same fingers to twist in screws 1,300 times a day, and yet, our investigator could not locate any first aid kit or emergency medical supplies in either factory.

3. No worker representation

According to Article 7 of China's Labor Law, workers have the right to participate or organize a union, yet neither factories have a union nor any form of worker representation. In fact, there are no official channels for resolving workplace issues. Factories have an interest in not providing worker representation or official channels to communicate grievances as management is legally required to negotiate with worker representatives to extend working hours. As both Zhuhai National Resources & Jingjie Printing Technology and Zhuhai Maetone Infotech factories do not have any form of independent

¹ [Konica Minolta shares latest update on explosion – The Recycler - 28/09/2021](#)

² [Explosion Damages Toner Production Plant in Japan - Dust Safety Science](#)

³ [Toner Dust Explosion Reported at Cartridge Recycling Facility in Kentucky - Dust Safety Science](#)

⁴ [Explosion, fire reported at warehouse in Boone County \(fox19.com\)](#)

⁵ [Combustible Dust Safety - Drivers of Critical Chemical Safety Change | CSB](#)

worker representation, there is no functional check on their power. Workers simply must go to their team leader when something is wrong. However, workers at the Maetone factory reported that all team leaders are either relatives or friends with the high-level factory management, and on some production lines with a lower hourly wage, team leaders will verbally abuse workers who go to the bathroom too many times or work too slowly. Therefore, team leaders do not serve as independent communicators of the needs and issues that workers face.

Both factories also do not have worker hotlines to anonymously report issues and complaints to management. Clearly, communication between workers and management is not a priority for either Zhuhai National Resources & Jingjie Printing Technology Co., Ltd or Zhuhai Maetone Infotech Co., Ltd.

4. Demoralizing work environment

It is hard to say that employees of Zhuhai National Resources & Jingjie Printing Technology and Zhuhai Maetone Infotech have a good life when they work 66 hours a week, 11 hours a day, and 6 days a week. And when orders increase, managers require employees to work 13 days before they can have just one day off. Workers at these two factories are constantly exhausted. There is virtually no time to go to the restroom or get a drink of water with the stringent production quotas. Workers are too tired to enjoy any leisure activity when life consists solely of working 11 hours a day, sleeping, and then going back to work. Some workers are so exhausted they can do nothing except eat and sleep on their day off, and most workers simply purchase all their living necessities online to save time and energy. To add insult to injury, all Maetone factory workers' salaries were lowered because of Covid-19.

Simply put, the demands that Jingjie Printing Technology and Maetone Infotech place on their employees have pushed workers to the fringe of Chinese society. They simply do not have enough time to participate in daily life. Workers told China Labor Watch that they want the factory to raise the basic wage so that they don't have to work overtime so desperately just to make ends meet. However, research done by Actionable Intelligence indicates that overall pricing for third-party supplies has been trending downward for the past 20 years. The effects of this trend can be measured in workers' decreasing quality of life.

Recommendations

As shown above, China Labor Watch's investigations have revealed many labor and human rights violations, and a chart summarizing these rights violations can be located in the following section. Only with cooperation between the Chinese state and provincial authorities, the printing consumables manufacturing industry, and the factories owned and operated by Zhuhai National Resources & Jingjie Printing Technology and Zhuhai Maetone Infotech will we be able to protect workers' rights and interests by eliminating abusive and unethical labor practices from the printing supply chain.

We call on these two companies to improve working conditions by first committing to follow Chinese Labor Law in its entirety by giving workers their legal rights to paid leave, robust safety training, overtime hours within legal limits, and increased pay during overtime hours. Zhuhai National Resources & Jingjie Printing Technology and Zhuhai Maetone Infotech management should also ensure that workers

are shown their labor contracts with all relevant provisions clearly written at the time of signing, that workers are automatically given a copy of this contract, and that these two companies adhere to all the provisions agreed upon in the legally binding labor contract. Both companies must develop a written hazard communication program and provide information and training to workers about the safety hazards in their workplace to prevent deaths and injuries. These factories must facilitate the selection of independent worker representatives, must provide anonymous channels for worker complaints, and must improve listening and communication between management and workers.

We call upon companies in the printing industry and online marketplaces who source from these factories to make a genuine commitment to improving working conditions by identifying all contractors and subcontractors within the manufacturing process, requiring all manufacturing parties to uphold clear labor standards, conduct regular undercover investigations within these factories, and enforce these regulations when broken. Online marketplaces must increase the regulatory oversight of companies known to violate the law and violate workers' rights and ban repeat offenders from using their platforms to profit from suffering. We hope that the printing industry and major online retailers will join us and seriously consider these recommendations, as we all want to address the rights violations occurring in the printing electronics supply chain.

And finally, we call on the Chinese government to strengthen the protection of Chinese workers rights and interests by prioritizing the enforcement of existing labor laws, by increasing the penalties for violating these laws to provide a real deterrence to companies, and by strengthening industry regulatory mechanisms.

Chart with Summary of Rights Violations

	Zhuhai National Resources & Jingjie Printing Technology Co., Ltd	Zhuhai Maetone Infotech Co., Ltd
Hiring Discrimination		x
Overtime is not voluntary	?	?
Excessive overtime work	x	x
Factory mistreats workers		x
Factory does not explain the labor contract to workers	x	x
Factory does not uphold the labor contract	x	x
Factory does not provide 24 hours of pre-job safety training	x	x
Factory does not provide	x	

workers with protective equipment		
Factory lacks sufficient occupational health and safety measures	x	x
Fire hazards present in factory workshops		x
Failure to purchase social insurance in accordance with the law		x
Lack of independent unions	x	x
Lack of effective complaint channels	x	x
Worker must obtain approval for resignation	x	x
Workers do not receive a copy of the contract	x	
Blank contracts signed	x	x
No paid legal holidays	x	x

Zhuhai National Resources & Jingjie Printing Technology Co., Ltd (珠海中润靖杰打印科技有限公司) Investigation Report

Address: Shengli Road No.2, Sanzao, Zhuhai, Guangdong

Products: HP, Canon, Brother, Epson compatible inkjet cartridges, ink, photo paper, toner cartridges, ribbons, other printer consumables

Total Number of Employees: 550 Number of workers: 500

Total Number of Workers During Peak Season: about 700

Male to Female Ratio: 1:3

Number of Interviewees: 39

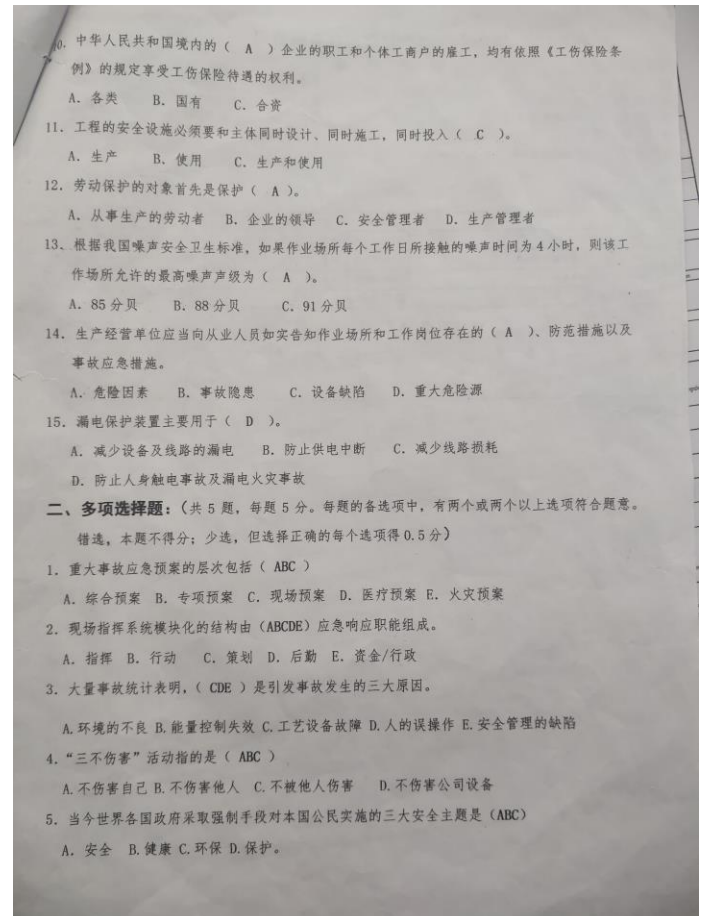
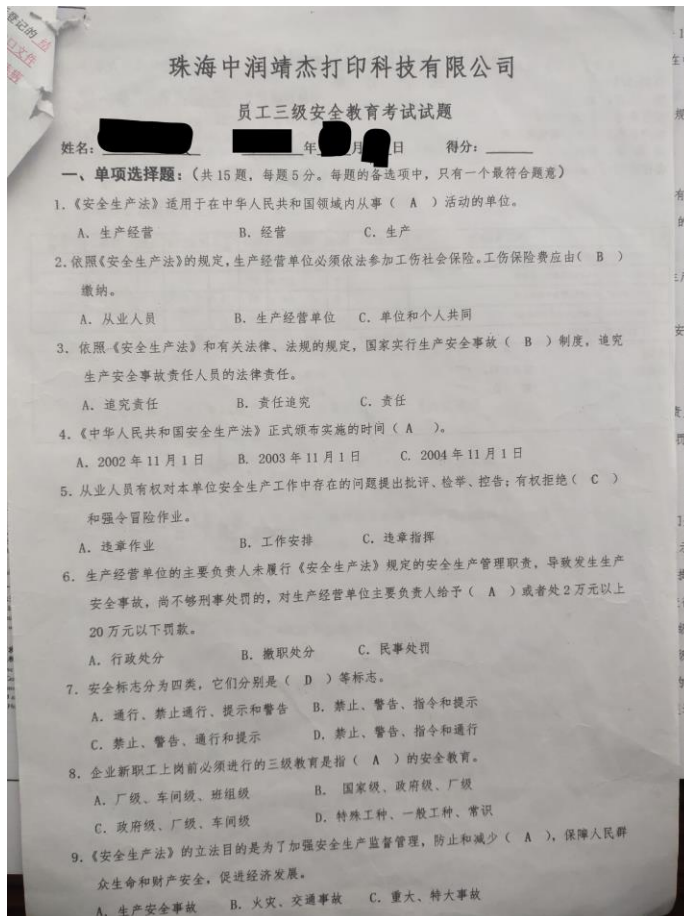
Ratio of Male to Female Interviewees: 21:18

Section 1: Recruitment and Resignation

Medical and physical examinations are required by the factory, and workers must pay for the 50 RMB examination fee. After one month of work, the factory will issue an examination fee refund to

workers. If a worker leaves the factory after working for less than one month, the worker will not be refunded the medical examination fee.

There is paid orientation training on how to calculate attendance, how to use the factory meal card, introduction to accommodation, lost and replaced cards, corporate culture, etc. This orientation training took about 30 minutes to an hour. The trainer then gave our investigator and other new workers two test papers, “Employee Level 3 Safety Education Test Questions” and “Induction Training Assessment Test Questions” (see photos below), with already filled-in answers and asked the workers just to copy them; this clearly is inadequate to competently train new employees on workplace hazards and safety risks.



Workers' contracts do not include how long the probationary period is for each worker. The person in charge of recruitment said that the length of the probationary period simply depends on the situation. The probationary period for workers with good working ability is about 1 month, while workers with poor working ability have a probationary period of 3 months. The workers are paid hourly for the first five months, at ¥15 an hour. If a worker wants to leave during the probation period, they need to submit their resignation one week in advance before leaving work, even though their contract states that they only need resign three days in advance. After the resignation, the former probationary workers will

be paid their owed wages on the next payday. Regular workers need to resign one month in advance before leaving.

Section 2: Employment Contract

The factory has labor contracts with workers, but management will only release the worker's official labor contract with the factory seal if the worker takes the initiative to ask the factory for a copy of the labor contract 1 week in advance. As a result of these deliberately unclear policies, most workers at the factory don't have access to their own labor contract.

The procedure for signing the labor contract is as follows: on the day of joining, the factory gives the worker a blank and generic contract form and asks the worker to simply fill in his or her personal information. The contract sections about the probation period, salary and other important terms are blank, and workers are only verbally informed of this critical information by the recruiter. Key information is not written in the official contract, and therefore, workers do not have the opportunity to negotiate these terms and are asked to follow procedures that workers have not explicitly agreed to within their contract. Workers fill in their personal information, sign on the last page, and give the incomplete and inaccurate contract to the factory. Please see the photos of the labor contract at the end of the report. Regarding the resignation of workers during the probationary period, the factory does not fulfill the terms of its contract, which says probationary workers can resign 3 days in advance, however, the recruiter told workers to submit their resignation 1 week in advance.

Section 3: Working Hours

During the off-season, the work hours are about 8 hours a day for 5 days a week with no overtime. The months of April, May, June and July have the longest overtime hours for workers in the off season. In peak season, the overtime hours are different every day, and the more orders that the factory receives, the more overtime hours that employees are forced to work. Sometimes there is an additional 2 hours of overtime, sometimes workers are on the factory line until midnight. During peak season, employees have one day off a month and work 7 days a week. The months of November, December, January and February have the longest overtime hours for workers. An estimated work schedule is as follows:

Peak season: 8.30am to 12.15pm, 13.00pm to 17.15pm, overtime 18.00pm - 21.30pm

Off season: 8.30am to 12.15pm, 13.00pm to 17.15pm

Workers need approval from the group leaders not to work overtime, by either calling or asking the group leader in person. If the group leaders do not approve, the workers who do not work overtime without supervisor approval are considered absent from their post. All work hours are recorded with workers' punch cards. If it can be proved that the information is incorrect, then the official record can be amended. The meal breaks for each shift are 45 minutes.

Workers do not get one day off every 14 days, as legally required; instead, the company only grants workers one day off a month during the peak season. In the off season, workers are granted their legally required 10 hours of daily rest time. However, during the peak season, employees sometimes work

overtime until midnight and then must go back to work at 8:30AM the next day, without 10 hours of rest. This factory does not consistently protect workers' legal rights to rest time and instead chooses to violate Chinese labor laws to eke out more profit, all at the expense of the workers.

Workers with piece-rate wages have production targets and only with a monthly output of 2,100 yuan can workers reach the target. There is a salary incentive for those exceeding 2100 yuan. The average worker can receive about 4,600 yuan a month. However, the production indicators are not told to ordinary workers, and only the foreman knows what they are.

Section 4: Labor Remuneration and Benefits

Wages are paid on the 15th of each month without delay. The workers recruited by the factory receive their wages from the factory, and the temporary workers sent by labor agencies receive their wages from the agency. During the peak season, the average salary is from 4,500 to 6,000 RMB, and during the off season the salary is less than 3,000 RMB. However, workers don't know exactly which items are included in the salary, as they do not get to see their monthly salary slips. Workers believe that their total monthly wages probably include the number of hours worked multiplied by the hourly rate of 15 yuan with deductions from personal social security contributions and fines.

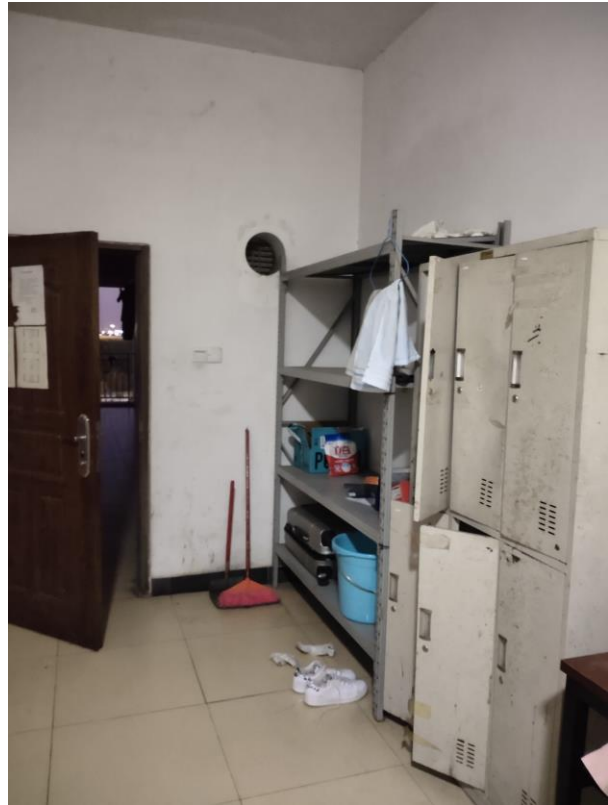
Both pay-by-hour and pay-by-piece salary models are available. Hourly wages are \$15 per hour, and piece rate wages are calculated based on the pricing the factory assigns to each work program/production line. The piecework quota is considered reasonable by workers, as most can complete it. However, hourly workers have no overtime pay and are paid \$15 an hour no matter what time they work. Piece-rate workers are counted for overtime by law. Piece-rate workers are allowed paid annual leave, maternity leave and wedding leave. However, hourly-paid workers do not get any paid leave. For piece-rate workers, the procedure for taking marriage required submitting a copy of marriage certificate; for maternity and paternity leave, a copy of the birth certificate must be provided. For bereavement leave, a copy of the death certificate must be provided. Workers must submit the leave request documents one week in advance to the factory for approval. Piece-rate workers are paid for legal holidays, according to the minimum wage standard of Zhuhai. Hourly workers are not.

The factory will only give workers their salary slips if asked, but almost no workers request it. The factory uses a mobile app, Enterprise WeChat, to calculate wages for workers. Sick leave requires medical records and leave certificates from 5 designated hospitals, and it is calculated at 80% of the salary for normal working hours. All workers must buy social insurance, in accordance with the law. The factory covers the minimum requirement for workers' social insurance, so workers pay more than 370 yuan for insurance.

The welfare facilities on site include a basketball court, badminton room, billiard room, and one floor is a recreation area. But workers rarely get to take advantage of the facilities as there is virtually no leisure time.

Section 5: Conditions of Accommodation and Food

Room and board are provided to workers. But utilities are not covered, and people in the dormitory split utilities equally. The company subsidizes 11 yuan a day to the workers' meal cards, and the breakfast in the canteen is 3 to 4 yuan. The lowest price of lunch and dinner is 5.5 yuan. For employees living outside the dormitory, there is no rental subsidy, but there is a bus that commuting workers can ride for free. Compared with other factories, accommodations and food are considered okay by workers. The meal portions are quite large, and the quality is acceptable. Each dormitory has 6 beds, but usually only 3 people live there. There are lockers in the dormitory. There are two toilets in each dormitory. The showers have hot water, but the water heater is solar powered, so there is not much hot water on cloudy days. Below are photos of worker dormitories:



Section 6: Occupational Safety and Labor Protection

Our investigator asked whether there was an environmental health and safety committee at the factory, but workers had never heard of such a committee before. In fact, there is no specific explanation about environmental, health, or safety aspects of the job before starting work. During the orientation training, the factory asked the workers to copy the pre-written answers to test questions which did mentioned these issues but provided no concrete information. But obviously, after that insufficient safety training, workers quickly forgot what little relevant information these test questions included. As for safety equipment, a white hat was issued to workers, but nothing else.

The workshop is relatively clean and tidy, and no work-related accidents have been heard of. Our investigator noted that there were functional air conditioning units. He did not find first aid kits in either the workshop or the dormitory.

The factory does not tell workers whether they are exposed to toxic substances, so there is no medical examination provided to workers to check for exposure to hazardous materials. The investigator did not personally see toxic or harmful substances, but they do not know if there are toxic substances in other workshops. Because our undercover investigator worked these same extreme overtime hours as other workers, they did not have an opportunity to chat with workers from other workshops. Regarding disposal of hazardous waste, our investigator witnessed the practice of discarding ink and toner cartridges that were old or did not meet qualifications into an open basket without any proper sealing methods (see photo below). The factory never shared how to handle and discard the hazardous waste with workers.



Section 7: Fire Protection

Workshop passages and emergency exits are clearly marked, adequately illuminated, not blocked by debris, not locked. Our investigator asked some workers who have been in the factory for about half a year about the last fire drill, and they had never heard of any fire drills at the factory. The fire extinguishers are full and checked once a month. Besides the open container of ink and toner, there are no immediately obvious flammable substances in the factory and dormitory area.

Section 8: Rewards and Punishment

Fines include 1 yuan for every minute late and 5 yuan for clocking in incorrectly. Rewards include: an employee of the year award with a cash reward (the amount could not be confirmed by our investigator), a weekly award for exceeding production goals for 40 yuan, and clean dormitory award with laundry detergent and cleaner rewards.

Workers can go get a drink of water and go to the restroom while working, but when there are many production targets like in the peak season, workers do not have time to leave the production line.

Section 9: Other

There is no union or worker representative at the factory. To resolve any problem or dispute, workers must speak with their group leader. Our investigator could not find a worker hotline, and none of the other workers interviewed were unaware of a factory worker hotline.

The workers think the factory management is okay. As long as the workers work earnestly, they said that leaders usually do not care about anything else. Interviewees did complain that overtime less than 30 minutes is not counted as overtime pay. Workers are satisfied with the clean working environment and are not searched when they enter or leave the factory. Interviewees reported that workers have not been insulted, beaten or sexually harassed at work.

When our investigator asked workers why they chose this factory, they said that while their wages are similar to those in other factories in the area, they expect their wages to improve over time. Yet according to industry trends, it seems unlikely that wages will increase.

Workers reported that they want to work more overtime, simply because more hours pay more wages, but they dislike the long, exhausting working hours. Most of the workers are 30 to 40 years old, and they need to support their families, so they want to work more overtime to earn more money. Because they work overtime until 9:30 p.m. every day and only have one day off a month, so workers don't have time to go out shopping and don't know the local cost of living. The workers' spending is mainly through online shopping which saves time and has more choices and is cheaper.

When asked about their plans for their future life and whether they were satisfied with their current living conditions, young workers said they basically don't think about anything; they just spend their wages as soon as they get them and don't plan for the future. The middle-aged workers are usually married, and they will save a little bit for their children. Workers' plans for the future are just to work more overtime and save more money. Most workers do not even have the luxury to consider whether or not they are satisfied with their current state of life, most likely a result of the grueling amount of working hours that leave them virtually no personal time.

Zhuhai Maetone Infotech Co., Ltd (珠海美景联合科技有限公司) Investigation Report

Address: Anjizhong Road, Sanzao Science and Technology Industry Zone No. 413, Jinwan District; Zhuhai, Guangdong; 519040; China

Website: <http://www.maetone.com/col.jsp?id=101>

Products: HP, Canon, Brother, Epson compatible mono and color toner cartridges

Total number of employees: about 380-400

Number of management employees: about 20 people

Number of workers: 360-380

Total number of workers during peak season: about 380

Ratio of Male to Female Interviewees: 11:36

Section 1: Recruitment and Resignation

There are restrictions for hiring general workers: men must be under 50 years old, and women must be 45 or younger. The company does recruit summer workers who are underage at around 16 years old, but this is rare unless they are particularly busy. They usually work two or three months, but when it's busy, there will be extended overtime. Workers say that the factory prefers to hire young workers because they are naive and complain less.

Workers' personal and identity documents are not withheld from them by management. A pre-employment medical examination is required, but it is not reimbursed. The examination generally costs about ¥100 at a regional hospital. The factory provides work uniforms, and the ¥30 cost is borne by the employee if they have worked for less than six months and borne by the company if they have worked for more than six months. There is no onboarding training; workers get paid when they start work.

There is a trial period of one month, in which workers need to resign three days in advance and receive management approval, and they need to resign one week in advance during the contract period, but employees must work full three days after the proposal was submitted to officially leave unless there are special circumstances. Workers who resign during the contract period settle with the factory and receive the wages owed.

Section 2: Employment Contract

A labor contract is signed within one month of starting work, and the worker is given a copy. The worker fills in his personal information, signs the blank contract, and hands it to HR. HR then fills in the other terms and conditions, stamps it, and gives a copy to the worker. The worker therefore does not know the content of the agreed terms and conditions of their own labor contract when he or she signs. The factory does not fulfill the content of the labor contract as there are no paid legal holidays as stated in the contract.

Section 3: Working Hours

Working hours are about 11 hours per day with 2-4 days off per month and 2 more days of overtime when busy. Regardless of whether in the off-season and peak season, employees work three hours of overtime per day, from 5:00 pm onwards are considered overtime, excluding 30 minutes of mealtime, and then work stops at 8:30. Workers are scheduled for 11 hour days on Saturday and Sunday as well. The peak season is usually from September to February with about 3 overtime hours a day. Workers cannot refuse to work overtime during the peak season. If they refuse to accept overtime during the probationary period, they will likely be fired. As no one wants to risk being fired, the workers all accept overtime. Our investigator never witnesses anyone refusing overtime, so we cannot confirm if there are any punishments and what they entail. It is normal to work for 14 days without a break during the peak season. Workers get at least two days to four days off during normal, non-peak months. There is a one-hour break for lunch and half an hour for dinner, with at least 10 hours of sleep per day.

Overtime pay is not applied. This means that the hourly wage is fixed, no matter if it is Monday or Saturday, the hourly wage for working is the same. However, in order not to break the law, the company will write a false wage calculation method on the pay slip, which is different from the actual calculation method.

Workers sign to confirm attendance at the end of each day, which can be corrected no more than twice a month with a 10 yuan fine each time.

The company has a production planning department, which specializes in analyzing the daily production volume of workers and then determining how many pieces the workers can complete in one day. They then design a maximum production quantity that can be completed after a minute of non-stop work. This leaves very little time to drink water and go to the bathroom each day. Each production line has its own target, and there are as many indicators as there are orders. An assembly line has about 13 to 16 people. The hourly wages of workers are standardized for each production line, and there are subsidies for some hard-working positions. Even though there are many orders in the peak season, if the target is easy to reach, it will be doubled. If there is an urgent order, workers may work overtime until 10:30pm or later.

Section 4: Labor Remuneration and Benefits

Wages are usually paid by the 20th of each month, with exceptions for holidays in which case wages are paid after the holiday. This means workers are forced to celebrate every holiday without pay.

During the course of our Maetone factory investigation, we discovered that the method of calculating hourly pay defrauds workers. The picture of pay slips are not available to ensure the anonymity and safety of our investigator. The salary slip shows that the basic salary is 1,739.8 yuan, and the salary slip includes overtime pay, weekend overtime pay, overtime allowance, incentive bonus, year-end bonus, other bonuses, leave deduction, late deduction, absenteeism deduction, deduction for incorrect adjustment of working hours, social security payments, and tax. However, these are actually false. The hourly wage on workers' pay slip is 18.54 yuan/hour. Regardless of whether a normal shift, a weekday

overtime shift or a weekend overtime shift, all working hours are multiplied by 18.54, constituting one month's wages. This is how this factory actually calculates income. However, in order to appear to comply with Chinese labor law, the amount of time and legal wages for weekday and weekend overtime will be "calculated" on the pay slip with the weekday overtime wage as 14.827 yuan/hour and the weekend overtime wage as about 19.8 yuan/hour.

Even worse, a worker's hourly rate is NOT guaranteed, but dependent on piecework output and work speed. HR tells new hires an hourly wage amount to encourage them to work quickly and to work hard, but if a worker is determined to be "too slow" by the production line leader, they will be moved to the lower hourly wage line, meaning that their pay will be reduced. So, workers receive the penalties as if in a piecework-pay system, but do not receive the benefits of that same system, i.e. increased pay for overtime or for exceeding production quotas. If one line's output is lower, and those workers' hourly wages are lower. See the picture below which shows how this factory calculates workers' wages with their different hourly wage model. On this board, every production line's hourly wage can be located in the last column. A worker's month wage will therefore be the total hours times hourly wage. Simply put, these obscure and obtuse methods of calculating payment are deliberately hard to understand in order to more easily deny workers their legal salary.

												2021年9月13日			
生产描述 (全部)	生产日期 (全部)	求和项:订单数量	求和项:正常生产数量	求和项:现场总工数量	求和项:正课入库数量	求和项:超工入库数量	求和项:返工数量	求和项:额定工时	求和项:员工浮动出勤工时	求和项:组长出勤工时	求和项:停止工时	求和项:放假工时	生产效率	平均小时产能	平均小时工资
1A	24574	22338		22338				2663.32	1551	116			183.61%	15.40	20.10
1B	24008	23686		23686				2506.41	1566				169.35%	16.00	20.06
1C	25008	34847		34759				3111.2	1518				228.05%	24.98	19.09
1D	29163	25464	300	25464	245			2546.40	1547	115			174.53%	17.45	18.23
1F	33580	24568		24568	2548	4500		3296.25	2225	127			161.82%	12.06	18.31
1I	9132	8834		8834	173			1767.16	1287	121			150.01%	7.50	14.85
1J	15049	11953		11953				2452.14	1315				203.24%	9.91	22.36
2A	15278	14926		14926	341			2030.17	1808	130			119.00%	8.69	15.19
2B	15629	15585	80	15385				1546.45	1437				116.89%	11.63	13.40
2C	37051	36551		36551				2741.33	1784				162.05%	21.69	18.44
2D	35129	34969		34969				2135.33	1755	127			128.79%	21.09	15.78
2E	44803	43401	1970	43401	500			2604.06	1928	127			143.16%	23.86	18.21
2F	19378	18663		17977				1552.06	1845		42		89.77%	10.40	16.18
2G	34107	26107	360	25707				1542.42	1577			48	106.15%	17.69	12.72
2H	35690	33500		33500				2010.00	1199	126.5			178.59%	29.76	18.16
总计	407544	374722	2810	373909	3897	4500		34585.71	24342	989.5	42	48	152.27%	16.47	17.38

There is no paid leave for any reason, including legal holidays, sick leave, paid annual leave, maternity leave, and marriage leave which is a violation of Chinese law. Workers are also not required to buy social insurance, another violation of Chinese law. Furthermore, there are no welfare facilities provided.

Section 5: Conditions of Accommodation and Food

No housing is provided; only lunch and dinner are provided, and workers must pay for breakfast which is about 3 to 5 yuan. There is no subsidy for workers who chose to not eat in the factory.

Section 6: Occupational Safety and Labor Protection

There is no environmental health and safety committee at the factory, and employees are not trained in environmental, health, or safety aspects of the job. They simply start work on the first day. The factory provides dust masks and gloves for safety protection equipment which are replaced once a day.

Temperature and humidity are monitored, the bathroom is cleaned by staff before the end of the shift every day, and passages are clear. There is central air conditioning, but our investigator could not find the maintenance table. Workers believe that they are not exposed to toxic chemicals while working in this factory, as the factory does not report any contact with toxic and harmful substances to workers. There are no pungent chemical odors, so workers generally believe that their positions are free from exposure to hazardous materials. Most positions are considered relatively safe by workers; however, our investigator identified what is likely a dust exposure risk to workers in the toner powder filling positions. In fact, our investigator saw a reminder sent by the factory that there might be dust contamination. But the workers and even factory management might not be aware that toner dust is a combustible material and can spark a combustible dust explosion, which occurred earlier this year in another toner production plant operated by Konica Minolta in Japan in August, 2021.^{6 7} The risk for a combustible dust explosion is often underestimated and misunderstood, and if such a risk is present in the Maetone factory, it is the responsibility of management to install safeguards to prevent such an explosion and to adequately warn and train workers to deal with this workplace safety hazard.

Our investigator reported that there are very few severe workplace accidents as most jobs are very safe. However, the investigator said most workers are in pain during the first week, because they were not yet used to such a heavy workload. One worker injured his hands (skin abrasion and joint pain), because had to use the same fingers to twist in screws 1,300 times a day. There is no first aid kit or emergency medical supplies in either the workshop or dormitory.

Section 7: Fire protection

The workshop passages and emergency exits are clearly marked, adequately illuminated, and free of debris obstruction. There are flammable substances such as alcohol, cardboard boxes, etc. in the factory area. The fire extinguisher is in good working order and appears to be full.

Fire drills are held twice a year, once in the first half of the year and once in the second half of the year in the production area. The last fire drill was held in November 2021, and the procedure was as follows: First, one man pulled the alarm in the workshop; second, one man directed all workers to evacuate through the safety exists; third, one man demonstrated to workers how to use the fire

⁶ [Konica Minolta shares latest update on explosion – The Recycler - 28/09/2021](#)

⁷ [Explosion Damages Toner Production Plant in Japan - Dust Safety Science](#)

extinguisher and fire hydrant at a square in the factory industry park; last, workers who are interested could try to use this equipment.

Section 8: Rewards and Punishment

Punishments include fines, which are listed on the bulletin board and on the pay stubs, and verbal warnings. Last year there was a trip for all employees as an incentive, but the program does not seem to be continued this year. Workers selected by their team leader as an “excellent employee” receive 1,000 yuan. There used to be year-end awards, and they are no longer given out either. Workers have freedom of movement, in the sense that they don’t need to report or get prior approval to use the restroom or get a drink.

Section 9: Other

There is no labor union or worker representative in the factory, and workers usually go to the team leader when there is something wrong. Workers reported however that all team leaders are relatives or good friends of higher-level managers in the factory. In general, workers reported that they don’t like the team leaders but also don’t hate them. On some production lines with a lower hourly wage, team leaders will verbally abuse workers, especially when workers go to the bathroom too many times or work slowly. Our investigator could not find any worker hotline.

Workers are not searched when they enter or leave the factory. We could not find any instances where workers were insulted, beaten, or sexually harassed by a foreman, security guard, manager, or other worker. There are slightly more female workers than male workers in general, with eight female workers and four male workers in our investigator’s production line. The management is relatively balanced between men and women. Most workers choose this factory because there is no night shift, which is why women prefer it. Also, workers believe that are not in contact with toxic substances, and there is no pungent chemical smell in the factory. Workers are generally satisfied with the working environment of the factory; they believe it’s safer as they do not operate what they consider to be dangerous machines and dust masks and gloves are available.

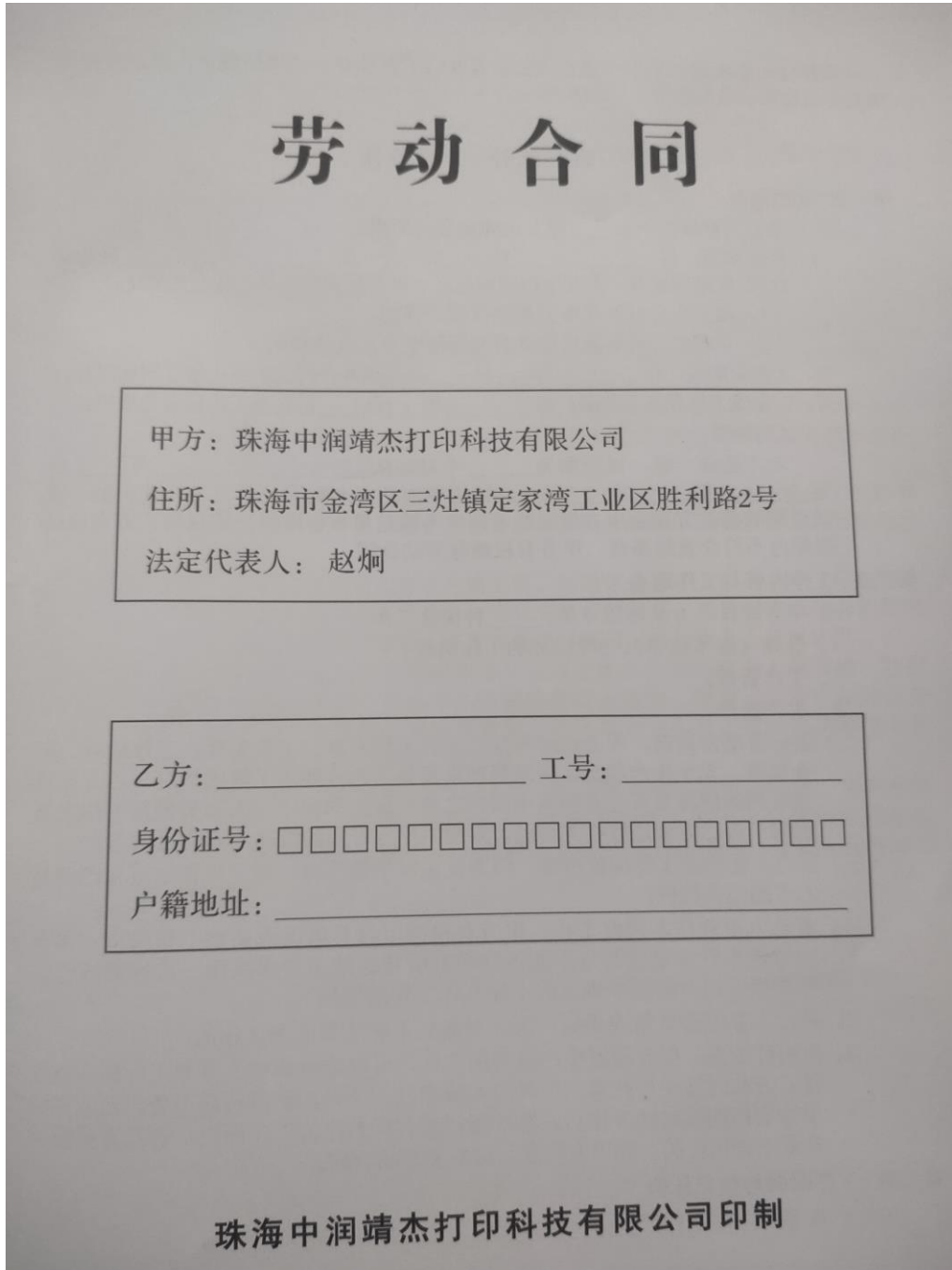
Regarding the interviewed employees’ satisfaction with the salary, workers said that the salary is not bad, but they had no special expectations. Their average wages are only 15 or 16 yuan an hour. Workers said that they feel that working hours are too long, and they expressed to the investigator that they would much rather work eight hours a day for five days a week and that the factory should raise the basic wage so that employees don’t have to work overtime so desperately. Currently the basic salary provided is low, and the salary is not enough to cover workers’ costs of living without overtime.

Workers interviewed also reported being dissatisfied with management’s policy of confiscating workers’ phones while on the worksite. Workers can only access them during regular meal breaks, not during any other breaks. Workers are fined 10 yuan if using their phone at work.

Another concerning part of the investigation was workers’ responses to whether they have plans for their future life and if they are satisfied with their current state of life. A worker told our investigator,

“There is no plan, I can't afford to buy a house anyway.” Some workers know that they cannot work on the factory line for long; after all, there are age restrictions for most factories, including Maetone. Our investigator also reported that most young workers don't save money and spend all of one's monthly paycheck within a month, and those who are able to plan for the future usually save the money for their older years. Interviewees said that they know it is not hard to find workers with a middle school or technical high school degree, especially from rural areas. Workers are keenly aware of how replaceable they are to Maetone and suffer because they lack any bargaining power. Working 66 hours every week is not a fulfilling life, and workers are simply exhausted.

Pictures of Zhuhai National Resources & Jingjie Printing Technology Co.,
Ltd Contract



根据《中华人民共和国劳动合同法》及其它有关法律、法规的规定，双方本着平等自愿、协商一致的原则，订立本合同。

第一部分 一般条款

第一条 合同期限

(一) 双方同意按以下第____种方式确定合同期限：

- 1、固定期限：自_____年___月___日（含）至_____年___月___日止。
合同期限届满前，若发生以下情形之一时合同期限应进行相应的变更：
 - (1) 双方有另行签署服务期协议或文件的；
 - (2) 双方在合同期满以前就合同期限变更达成协议的。
- 2、无固定期限：自_____年___月___日起至本合同法定终止条件出现时止。
- 3、以完成工作任务为期限：自_____年___月___日起至工作任务完成时止。

(二) 试用期限：

双方达成一致，试用期为_____个月，从_____年_____月_____日至_____年_____月_____日止。试用期内乙方未能满足甲方工作要求的，或试用期满前乙方在由甲方组织的考核中考核结果不合格的，均视为乙方在该试用期内不符合录用条件，甲方有权解除劳动合同。

第二条 工作内容与工作地点

(一) 甲方安排乙方从事以下第_____种岗位工作。

- 1、管理（除本款第2、3项以外的工作岗位）；
- 2、生产管理；
- 3、生产操作。

(二) 签订劳动合同前，甲方已经告知乙方其工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬以及其它乙方要求了解的情况。乙方如对该告知的情况及其它有任何不明白之处，应主动向甲方人力资源部工作人员询问，若乙方未进行相关询问，则视为甲方告知的情况乙方均已知悉。

(三) 虽有上述约定工作岗位内容，但若发生以下情形时，甲方可依法或依约调整乙方的工作岗位：

- 1、若乙方不胜任本岗位工作，甲方有权决定对其培训或调整工作岗位（本合同所述不胜任是指乙方不能达到甲方所普遍期望的水准即一般标准或乙方存在甲方规章制度中规定的不能胜任工作的情形）；
- 2、若乙方非因公负伤或患病，医疗期满后不能从事原来工作的；
- 3、临时性调岗：甲方根据生产经营的需要，可以临时调整乙方的工作岗位或安排乙方临时性工作任务，但时间不得超过三个月，薪资待遇不变。乙方完成甲方安排的临时性工作后，继续履行本合同约定的工作岗位；若乙方愿意留在新工作岗位的，经甲方同意，可变更劳动合同。

第三条 工作时间与休息休假

(一) 双方同意按下列第_____种方式确定乙方的工作时间：

- 1、甲方实行每周40小时工作制，乙方应遵守甲方规定的作息时间，按时上下班。
 - 2、综合计算工时工作制：甲方根据生产经营特点，且在遵守劳动法律、法规相关规定的前提下，在乙方所在岗位实行综合计算工时工作制
- (二) 甲方不鼓励乙方加班工作，如确因工作需要加班的，应按甲方规定的程序审批。
- (三) 乙方享有按照国家规定的法定节假日休息休假的权利。
- (四) 带薪休假，按甲方的相关制度执行。

第四条 劳动报酬

- (一) 乙方的薪资按以下第_____种方式核算
- 1、乙方正常工作时间工资为_____元/月，具体薪资结构和标准按双方入职协商签订的书面协议及后续签订的调薪通知单为准（其中实发的绩效工资将根据绩效工资基数按甲方相关规定浮动）；
 - 2、计件工资：乙方的月工资按单位经民主程序制定和公布的计件单价计算（确定的劳动定额原则上应当使本单位同岗位百分之七十以上的劳动者在法定劳动时间内能够完成）；
- (二) 其它奖金和福利待遇依照甲方已公布的相关制度执行。在乙方提供了正常劳动的前提下，甲方支付给乙方的月工资不低于珠海市政府公布的当年最低月工资标准。
- (三) 甲方每月的15日发放乙方上月的工资。如遇休息日、节假日、停工停电等情况则应提前到最近的工作日），实行先工作后付薪。乙方对本人当月的薪酬结构及结算方式有异议的，应在发薪当月提出，否则视为乙方已认可。
- (四) 经双方协商一致，乙方授权甲方从乙方工资中代为扣缴个人所得税、社保费用、公积金费用、应由个人分摊的住宿水电费、餐费、乙方应扣赔偿费等费用。乙方在每月工资结算清单上签字并未对该月工资结算清单提出异议的，视为乙方认可该月工资结算。
- (五) 因乙方过错造成甲方直接经济损失，依法应当承担赔偿责任的，甲方在提前书面告知扣除的原因及数额后，可以从乙方工资中依法逐月扣除赔偿费，至乙方全部清偿为止。扣除赔偿费后的月工资余额，不低于珠海市当地最低工资标准。

第五条 社会保险

甲方按照国家有关规定，为乙方缴纳甲方所在地社会保险，乙方应配合甲方的工作。如乙方提供假身份证件、使用他人身份证件参加社会保险或因乙方其他原因，致使乙方不能享受社会保险待遇的，由乙方自行承担全部的法律和经济责任。

第六条 劳动条件、劳动保护和职业危害防护

- (一) 甲方为乙方提供符合国家规定的工作环境和劳动工具。
- (二) 乙方有权拒绝甲方管理人员的违章指挥。
- (三) 甲方根据乙方岗位实际情况，按照甲方规定向乙方提供必要的劳动防护用品。
- (四) 乙方患职业病或因工负伤，应按法律法规规定进行职业病或工伤鉴定，其工资和医疗待遇按国家和珠海市有关规定执行。

第七条 教育培训

- (一) 甲方对乙方提供正常职业道德、业务技术、安全生产及甲方各项规章制度的教育和培训。
- (二) 甲方为乙方提供专项培训时，双方可另行签订培训服务协议，约定具体的服务期和违约金。

第八条 劳动纪律

- (一) 甲方已依法制定了各项规章制度，且已向乙方公示。甲方有权根据劳动法、法规和规章制度的规定，对违反甲方规章制度的员工进行相应的处罚。
- (二) 乙方已详细阅读甲方依法制定的规章制度内容并自愿遵守制度中的规定。
- (三) 乙方应自觉遵守国家有关劳动法律、法规和企业依法制定的各项规章制度，严格遵守安全操作规程，服从管理，按时完成工作任务。
- (四) 下列文件为本合同附件，与本合同具有同等效力：
 - 1、甲方的《员工手册》；
 - 2、甲方的《奖惩制度》；
 - 3、双方签订的《竞业限制协议》（如有）；
 - 4、入职时双方签订的《就业协议书》（如有）；
 - 5、双方签订的《培训协议》（如有）；
 - 6、其他甲方经过法律规定程序订立并公示或者告知乙方的规章制度和重大事项。

第九条 职务发明创造

- (一) 乙方因执行甲方的任务所完成的职务发明创造或者利用甲方的物质技术条件、业务信息所完成的发明创造或其他技术成果（以下统称“职务发明创造”）有关的知识产权均属于甲方享有。乙方应依甲方要求，提供一切必要的信息、资料和采取一切必要的行为，协助甲方取得和行使有关的知识产权权利。为此，甲方在该职务发明创造被授予专利权后，将给予乙方合适的奖励（本款所称“因执行甲方的任务所完成的职务发明创造或者利用甲方的物质技术条件”具体根据《中华人民共和国专利法实施细则》第十二条的规定予以界定）。对上述职务发明创造，署名权（依照法律规定应由甲方署名的除外）等精神权利由作为发明人、创造人或者开发者的乙方享有，甲方尊重并协助乙方行使这些权利。
- (二) 乙方在甲方任职期间所完成的与甲方业务相关的发明创造作品成果，乙方主张由其本人享有知识产权的，应在完成后的30日内向甲方书面申明并提交该发明创造或作品的形成期间、形成过程、及所利用的物质技术条件和业务信息等相关证据。甲方根据乙方提供的证据材料核实认定为非职务发明创造的，由乙方享有相应的知识产权。乙方逾期未提出书面申明的，视为乙方认可该与甲方业务相关的发明创造作品成果属于职务发明创造，由甲方享有并行使相应的权利，并可使用这些成果进行生产、经营或者向第三方转让。
- (三) 双方确认，乙方离职后一年内，利用所掌握或接触的甲方之保密信息（详见“第二部分 保密条款”）所产生的智力成果或技术创新，其知识产权及其他权利归甲方所有。

(四) 任何一方对乙方发明创造作品成果的知识产权权属有异议的, 首先应通过协商解决; 协商不成的, 通过诉讼途径解决。

第十条 劳动合同的解除和终止

(一) 本合同经双方协商一致可以解除。但乙方有下列情形之一的, 甲方有权随时解除合同:

- 1、在试用期间, 被发现不符合录用条件的;
- 2、存在提供虚假身份证明、学历证明、工作经历、个人信息、健康状况等欺诈行为的;
- 3、严重违反劳动纪律或者甲方的规章制度的;
- 4、严重失职、营私舞弊, 对甲方利益造成重大损害的;
- 5、被依法追究刑事责任、被行政处罚等情形不能提供正常劳动的;
- 6、在合同期内违反国家计划生育政策的;
- 7、乙方同时与其他用人单位建立劳动关系或其他兼职、顾问行为(包括但不限于在正常工作时间内为其他机构或者个人提供服务)而获得利益或给甲方造成损失的;
- 8、法律法规规定的其它情形。

(二) 乙方有下列情形之一的, 甲方可以解除劳动合同, 但应当提前30日以书面形式通知乙方:

- 1、乙方患病或非因公负伤, 医疗期满后不能从事原工作, 也不能从事由甲方另行安排工作的;
- 2、乙方不能胜任工作, 经过培训或者调整工作岗位, 仍不能胜任工作的;
- 3、劳动合同订立时所依据的客观情况发生重大变化, 致使原劳动合同无法履行, 经当事人协商不能就变更劳动合同达成一致的。

(三) 有下列情形之一的, 乙方可以通知甲方解除劳动合同:

- 1、在试用期内且提前三天通知甲方的;
- 2、甲方以暴力、威胁或者非法限制人身自由的手段强迫劳动的;
- 3、甲方未按照劳动合同约定支付劳动报酬或提供劳动条件的;
- 4、其他法律、法规规定的情形。

(四) 合同期满或法律法规规定的其它情形出现, 本合同终止。

第十一条 违约责任

(一) 签订本合同时, 乙方保证不存在与其他用人单位尚未解除或终止劳动合同的情况。如乙方存在上述情况给其他用人单位造成损失而导致甲方损失的, 应由乙方自负相应法律责任; 因此而导致甲方遭受损失的, 甲方有权追究乙方的相应法律责任; 因此导致甲方向其他用人单位赔偿损失的, 甲方有权向乙方追偿。

(二) 乙方解除本合同, 应当提前三十日以书面形式通知甲方, 若未按规定提前通知甲方的, 应赔偿因此给甲方造成的全部损失(该损失包括但不限于因招聘发生的中介费用、网站费用、负责该次招聘的相关人员的食宿费用, 对生产、经营和工作造成的直接经济损失等); 若该损失无法计算, 则双方同意按以下方式计算: 乙方前十二个月平均工资作为计算基数÷

30×(30-实际通知天数)。乙方未经甲方书面批准私自离开工作岗位超过3个工作日(含)的,属于严重违反甲方规章制度行为,甲方有权与其解除劳动关系。

- (三) 乙方由甲方出资培训且约定了服务期的,乙方违反服务期约定的,需要赔偿甲方剩余未服务期折合的培训费用和由此给甲方所造成的经济损失。
- (四) 乙方如违反本合同第二部分(“保密条款”)的任何一条款的,应当赔偿因违约而给甲方造成的全部经济损失;如乙方的该违约行为发生在劳动关系存续期间,甲方除有权要求乙方承担违约责任并赔偿经济损失外,同时有权立即解除与乙方的劳动合同,并不承担支付任何经济补偿、赔偿金等责任。
- (五) 除本合同另有约定外,双方任何一方违反劳动合同,给对方造成经济损失的,应根据损失情况和责任大小,依据国家、省、珠海市有关规定和企业依法制定的规章制度的规定及双方的约定,承担经济赔偿责任。

第十二条 劳动争议

双方因履行本合同发生劳动争议时,由甲、乙双方协商解决。若双方协商未能达成一致的,任何一方都有权向甲方所在地的劳动争议仲裁委员会申请仲裁。

第十三条 声明、保证和承诺

(一) 乙方特此作出以下声明、保证和承诺:

- 1、自本合同生效之日起,其未受雇于任何其他实体,其根据本合同受甲方雇佣不违反其任何合同或法定义务,并且其具有完全行为能力,能够订立及履行本合同;
- 2、自本合同生效之日起,其拥有履行本合同规定的工作职责所必备的职业资格、证照/许可,并应在本合同期限内维持上述资格、证照/许可的持续有效;
- 3、其在应聘过程中提供给甲方的所有信息(包括但不限于其履历上所述或其在面试期间提供的任何信息)均为真实、准确的;
- 4、在本合同履行开始之前,其应向甲方提供一份经原用人单位签字的文件,以证明其劳动关系已解除;
- 5、在本合同履行开始之时,其健康状况良好,如甲方要求,其将在甲方指定的医院/诊所完成体检,且体检结果与其自述的良好健康状况相一致。

(二) 如乙方违反上述声明、保证、承诺的,视为欺诈行为,甲方可以根据《劳动合同法》的规定对乙方做出解除劳动合同的处理。

第二部分 保密条款

鉴于乙方在与甲方劳动关系存续期间,可以接触、知悉、掌握甲方(包括甲方和甲方的母公司、子公司、关联公司,以及甲方承诺有保密义务的第三方,下同)的技术信息和经营信息等保密信息(定义详见下文),为维护双方的合法权益,甲、乙双方在平等自愿基础上达成保密条款如下:

第一条 保密信息范围

- (一) 甲方技术信息和技术科学方面的专有知识(即“技术信息”),包括但不限于:技术方案、工程设计、电路设计、制造方法、配方、工艺流程、技术指标、计算机软件、数据库、研究开发记录、技术报告、检测报告、实际数据、试验结果、图纸、样品、样机、模型、模具、操作手册、技术文稿及与研究开发活动相关的文件和相关函电等。
- (二) 甲方经营过程中的秘密事项和生产经营方面的专有信息(即“经营信息”),包括但不限于:经营方法、经营决策、管理方法、产销策略、行销计划、营销方案、广告文书、新产品开发计划、生产计划、投资计划、货源情报、进货渠道、采购资料、定价政策、财务资料、客户名单、甲方特有的质量控制方法、未公开的管理方法和管理技巧、未公开的财务情况(如产品成本及利润、工资等财务资料)、经济合同、客户资料、销售网络、供货渠道、供货价格、通过秘密渠道引进的技术、设备、产品、样本等相关资料和信息。

第二条 保密权利义务

- (一) 乙方承诺,在为甲方履行职务时,不非法使用任何属于他人的保密信息,亦不实施侵犯他人知识产权的行为。若乙方违反前述承诺而导致甲方遭受第三方的侵权指控或者索赔的,乙方应承担甲方为此而支付的赔偿费用、诉讼费用、律师费用、鉴定费用、差旅住宿等全部费用。
- (二) 乙方不得以履行职务需要、受到甲方领导的指使或命令或甲方其他员工的唆使或煽动为理由,要求免除其侵犯甲方保密信息、他人保密信息和/或他人知识产权等应负的法律义务。乙方因违反保密条款约定,导致甲方遭受第三方的侵权指控或者索赔的,乙方应承担甲方为此而支付的赔偿费用、诉讼费用、律师费用、鉴定费用、差旅住宿等全部费用。
- (三) 对涉及甲方保密信息的物品、文件、场所等,甲方应当以明确的方式作出保密标识或者用有效的方法作出保密明示。乙方对甲方已作出保密标识或作出保密明示的物品、文件、场所等,除了履行甲方指派的职务工作需要外,应当进行回避。
- (四) 乙方在甲方任职期间,必须遵守甲方的保密规章制度并履行与其工作岗位相应的保密职责,采取必要的措施防止本部门、本岗位存放的甲方保密信息扩散到与该商业秘密无关的任何单位和个人任何个人。乙方不得非因工作目的而使用这些保密信息或允许他人使用,不得利用所掌握的保密信息牟取私利,不得将工作中知悉、获取的保密信息据为己有,不得私自留存;不得打听、刺探、收集与本职工作无关的甲方保密信息,不得复制、存放与本职工作无关的含有甲方保密信息的物品、文件,不得以盗窃、利诱、胁迫或者其他任何不正当手段获取甲方保密信息;未经授权,不得超越保密制度规定职权范围行使批准权,准许他人知悉、披露、使用、转让甲方保密信息,或者准许他人复制、存放、携带、转移含有甲方保密信息的物品、文件,或者准许他人进入保密场所。

甲方的保密规章制度没有规定或规定不明确之处,乙方亦应本着忠诚、守信、谨慎的态度,采取一切必要、合理、有效的措施,维护其在任职期间知悉或持有的任何甲方保密信息,以保持其机密。

- (五) 乙方因履行职务，需要知悉、披露、使用甲方保密信息，或者需要复制、存放、携带、转移含有甲方保密信息的物品、文件的，应当征得其上级主管人员（甲方已事先明确该主管人员无此权限的除外，下同）及该保密信息主管人员的书面同意，并按相关的保密制度要求处理。
- 乙方未经其上级主管人员及该保密信息主管人员的书面同意，不得以泄露、告知、公布、发表、出版、传授、转让或者其他任何方式使第三方（包括按保密制度的规定不列入可知悉或可使用该项保密信息范围的甲方其他职员）知悉或使用甲方保密信息，也不得自行使用这些保密信息。
- 乙方与其上级主管人员串通以不正当手段获取甲方保密信息或有侵犯甲方保密信息行为的，乙方及其上级主管人员承担连带法律责任。
- (六) 乙方因履行职务需要所持有或保管的一切含有甲方保密信息的文件、照片、图表、笔记、报告、信件、传真、磁盘、磁带、仪器以及其他任何形式的载体均归甲方所有，若含有保密信息的载体是乙方自备的，则视为乙方同意将这些载体的所有权转让给甲方，而不论这些载体记录的的秘密信息有无商业上的价值。乙方应于离职时，或者于甲方提出请求时，将这些记载甲方保密信息的一切载体交给甲方。未经甲方检查认定，乙方不得带走这些载体。
- (七) 当乙方自备的记录甲方保密信息的载体交给甲方时，甲方检查认定必须留下来的，应当给予乙方相当于该载体本身价值的经济补偿；若保密信息可从载体上消除或复制出来的，经采取复制和清除措施后，甲方认定无须继续保留载体的，应将该载体归还乙方，不再给予乙方相当载体本身价值的经济补偿。
- (八) 乙方承诺，不论何种原因离职，在其离职之后，仍应对其在甲方任职期间所知悉的甲方保密信息承担保密和不擅自使用的义务。乙方同意在其离职后按其知悉的甲方保密信息等级分别承担义务的期限如下：
- 1、对绝密级的保密信息，承担无限期的保密义务，直至甲方宣布解密或者该保密信息实际上已经公开。
 - 2、对机密级的保密信息，承担离职后十年期限的保密义务。
 - 3、对秘密级的保密信息，承担离职后五年期限的保密义务。
- (九) 保密等级内容分类划分：
- 1、绝密级的保密信息文件：
 - (1) 甲方在生产经营活动中所形成的技术资料，如技术文件、图纸以及相关的技术说明；
 - (2) 财务状况、财务凭证及财务报表。
 - 2、机密级的保密信息文件：
 - (1) 甲方在生产经营活动中所形成的文字性资料，如生产计划、生产状况、经营计划及经营状况（包括各类生产经营报表）；
 - (2) 工艺文件、产品质量标准、检验标准及生产操作规程；
 - (3) 甲方所使用的所有的设备的资料及状况；
 - (4) 劳动定额、原材料消耗定额、质量考核方案、作业指导书、质量记录；

- (5) 原材料的型号、规格等技术参数资料及采购计划;
- (6) 原材料供应商的资料及原材料采购合同、销售客户资料、销售合同。
- 3、秘密级的保密信息文件:
 - (1) 库存报表、进仓单、出仓单、收料单、送货单等;
 - (2) 生产调度通知单、质检报告;
 - (3) 进出口单据: 报关单、发票、装箱单等。
- (十) 乙方离职之后仍对其在甲方任职期间接触、知悉的属于甲方或虽属于第三方但甲方承担有保密义务的保密信息, 承担如同任职期间一样的保密义务和不擅自使用有关保密信息的义务。

第三部分 特别说明

- 第一条** 乙方承诺在应聘过程中向甲方提供的材料(如离职证明、教育学历、个人简历、工作简历、婚姻及生育状况、体检证明等)真实无误。乙方承诺健康状况良好, 无精神病、传染病及其它影响工作的病症, 能正常工作。如乙方提供前述资料不真实或存在影响工作的健康状况, 甲方可以随时解除与乙方的劳动关系, 并不支付经济补偿金。
- 第二条** 甲方在以下情况可以调整乙方的工作岗位及工资报酬, 但不低于当地政府规定的最低工资标准。
- (一) 乙方存在违反规章制度的行为, 并未达到严重程度, 甲方根据规章制度进行的降职、降工资或留用查看处罚的;
 - (二) 乙方不能胜任工作, 甲方对乙方进行调整工作岗位的;
 - (三) 乙方患病或非因工负伤期间, 不能从事原工作或在规定的医疗期满后不能从事原工作, 甲方对其另行安排工作;
 - (四) 在一个年度内, 乙方经考核两次以上处于不合格状态;
- 第三条** 在签订劳动合同时, 乙方已仔细阅读了甲方现有的各项规章制度, 乙方对规章制度内容没有异议并愿意遵守甲方的各项规章制度。
- 第四条** 以下行为属于严重违反规章制度的行为, 甲方可以随时解除与乙方的劳动合同, 并不支付经济补偿金:
- (一) 在有效劳动合同期内, 因违反规章制度被记大过累计三次以上(含三次)、或连续12个月被记大过两次;
 - (二) 无正当理由, 月迟到、早退累计15次以上、一个月内累计旷工4次或连续旷工时间超过3个工作日(含), 一年内累计旷工12次或累计旷工时间超过7个工作日(含)的;
 - (三) 乙方同时与其他用人单位建立劳动关系或其他兼职、顾问行为(包括但不限于在正常工作时间内为其他机构或者个人提供服务)而获得利益或给甲方造成损失的;
 - (四) 因工作上的原因或态度问题被客户投诉查证属实三次以上;
 - (五) 工作时消极怠工或做与工作无关事情, 经教育后拒不改正的;

- (六) 在合同期内，有偷窃、吸毒、斗殴、赌博等各种行为或有其他违反治安管理行为的；
- (七) 被公安机关拘留的，被判刑的；
- (八) 私自利用甲方的经营、管理、财务、技术、客户等内部资料造成甲方损失的或泄露甲方前述资料的；
- (九) 挑拨离间，散布流言蜚语，无事生非，有意制造上、下级之间、员工之间的矛盾，影响严重的；
- (十) 为了个人得到利益收取、索要“回扣”或未经允许为客户提供私人额外服务，收取费用的；
- (十一) 在甲方工作、生活场所聚众闹事，煽动或参与殴斗事件，煽动或参与员工怠工、罢工的；
- (十二) 损毁甲方领导或甲方声誉的，不服从上级指令及工作安排造成对上级管理权能影响或造成甲方损失的；
- (十三) 偷盗客户或员工的钱物、捡拾客户或员工财物不上交，隐瞒并占有该钱物的；
- (十四) 伪造甲方公文或者公章；
- (十五) 隐瞒重要事实或虚报工作成绩骗取甲方奖励或者规避甲方考核；
- (十六) 遗失公文未及时汇报；
- (十七) 故意撕毁公文；
- (十八) 借用甲方名义或利用甲方资源谋取私利；
- (十九) 非法携带或拥有危险品或违禁品（如枪支、弹药、刀械、毒品等）进入甲方；
- (二十) 利用职权，散布虚假信息或者擅自发布命令，扰乱甲方正常管理；
- (二十一) 提供虚假身份证明、学历证明、工作经历、个人信息等；
- (二十二) 被依法追究刑事责任、被行政处罚等情形不能提供正常劳动；
- (二十三) 甲方《员工手册》规定的其它条款。

第五条 以下行为属于严重失职，营私舞弊行为，给甲方造成重大损害的，甲方可随时解除劳动合同，并不支付经济补偿金：

- (一) 玩忽职守，违反操作规程，造成他人、自己伤亡或设备损坏及甲方损失的；
- (二) 故意造成甲方财产损失或损失在伍佰元以上的；因工作失误、失职造成甲方财产损失或损失在一千元以上的；
- (三) 收取回扣或泄露甲方秘密造成甲方经济损失一千元以上或造成客户流失或不良影响的；
- (四) 捏造并散播虚假事实，影响甲方声誉、品牌、形象等的。

第六条 存在以下情形时，甲方可解除与乙方的劳动合同：

- (一) 劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经双方协商，未能就变更劳动合同内容达成协议的。
- (二) 甲方转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；

- (三) 其他因劳动合同订立时所依据的客观经济情况(如企业迁移、被兼并、企业资产转移、严重亏损等)发生重大变化,致使劳动合同无法履行的。
- (四) 乙方不能胜任工作,甲方调整乙方工作岗位时,乙方不服从安排的;
- (五) 乙方患病或非因工负伤,在规定的医疗期满后不能从事原工作,甲方对其另行安排工作乙方不服从的;
- (六) 乙方违反规章制度虽未达到严重程度但次数达三次以上的。

第七条 乙方离职时,应按甲方相关规章制度办理离职手续,因乙方原因,致使甲方不能及时为乙方办理相关手续,由此而产生的一切法律责任由乙方承担。乙方认可联系地址为: _____, 该地址为甲方文书的送达地址,如乙方地址发生变更时应及时通知甲方,否则甲方送达到乙方地址的文书视为送达。

第四部分 其他条款

- 第一条** 双方确认,乙方工龄从_____年____月____日起计。
- 第二条** 双方确认,在签署本合同前已仔细阅读过合同的内容,并完全了解合同各条款的法律含义。
- 第三条** 除本合同另有规定外,对本合同条款的任何修订均需经双方达成书面协议。本合同未尽事宜,按照国家相关法规和甲方的有关规定执行。
- 第四条** 本合同一式两份,经甲方盖章并经甲方法定代表人签字或其委托授权的代理人签字、乙方签字后生效,双方各执一份,具同等法律效力。

签字盖章页(以下无正文):

<p>甲方: (盖章)</p> <p>法定代表人或委托代理人签字: 年 月 日</p>	<p>乙方:</p> <p>年 月 日</p>
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