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China Employment Law Update

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What employers need to consider under the New *Personal Information Protection Law*

The Personal Information Protection Law of the People's Republic of China ("**PIPL**") was formally passed on 20 August 2021 and will be implemented on 1 November 2021. It is well known that companies often need to process personal information (including all kinds of sensitive personal information) of their employees in the course of recruitment, HR management, employee departures, restructuring, mergers, acquisitions, benefit management, internal investigations, etc. The PIPL will present employers with new requirements and challenges in the processing and management of their employees' personal information. As the PIPL's provisions are more in the nature of principles, many practical problems will not be resolved until detailed implementing policies are issued. Based on the latest legislation and market practice, we set out below our preliminary views on key issues often encountered by employers.

1. Can multinationals still transmit personal Information of PRC employees to their overseas head offices?

Answer: In practice, transmitting personal information of PRC employees to the overseas head office is often unavoidable. Under the PIPL's framework, multinationals can still transmit personal information of PRC employees to their overseas head offices, but must satisfy certain conditions before doing so. For example, they should let their employees know the details of the cross-border transmission of personal information and obtain their separate consent (unless there are other circumstances which allow the employer to process employees' personal information without obtaining their consent). Other conditions include signing a cross-border data transmission/processing agreement with their overseas head offices and, if required by laws or regulations, preparing a personal information security impact assessment.

2. Does a company require separate employee consent if its employee benefits are managed by a third-party service provider (e.g. an insurance company) in the PRC?

Answer: With respect to situations where a company provides employee information (including sensitive personal information) to a third-party service provider, current regulations do not make it clear whether the company needs to obtain separate employee consent or whether the matter can be dealt with in the employment contracts and/or blanket clauses of company policies. The answer requires an analysis of the specific circumstances. If the third-party

service provider is a personal information processor under the PIPL (i.e. a recipient that independently determines the means and purposes of the information processing), or if it and the company constitute joint processors of personal information or if sensitive personal information of the employees is involved, then it is more likely that the company will need to obtain separate employee consent. Companies may design their own ways of obtaining separate consent, based on their circumstances and market practice.

3. **In the course of due diligence for a merger/acquisition transaction, can the seller provide personal information of its employees to the prospective buyer and third-party intermediaries (e.g. law firms and accounting firms)? If so, does it need separate employee consent?**

Answer: In practice, if the seller is able to fully anonymize the personal information of its employees, making it impossible for the buyer to identify the specific individuals, then the seller may reasonably be able to claim that the information does not constitute personal information and is no longer subject to protection under the PIPL. If the seller is unable to anonymize the employee information (particularly the information of key employees), it would need to conduct further risk evaluation. If the buyer and the third-party intermediary constitute "personal information processors" or if sensitive personal information is involved, the seller may need to obtain separate employee consent and require the prospective buyer to take steps to ensure that the personal information is kept strictly confidential and is used only for purposes of the transaction. In that case, the seller would need to conduct a specific evaluation of the data compliance risk and adopt appropriate risk control measures, based on the company's existing policies, the content of the personal information to be provided, etc.

A seller that violates the PIPL would face legal liability such as civil liability, administrative liability and criminal liability. In practice, if the employees' personal information is not disclosed widely or used illegally, the risk of infringement claims by employees or penalties by administrative authorities is relatively low.

4. **When a company conducts an internal investigation, is it permitted to search, access or copy information (including personal information) stored in its equipment such as computers, cell phones, etc.?**

Answer: These circumstances may involve a conflict between a company's HR management rights and its employees' personal information rights and interests. Therefore, the issue of whether the company's conduct is proper, reasonable and necessary requires an analysis of the specific situation. For example, if the company has prepared detailed IT, privacy and other such policies and adopted them in accordance with the statutory adoption procedure, it may be permitted to search, access or copy information in its equipment on the basis of those policies as long as this is necessary for HR management purposes. Conversely, if the company's policies are not clear-cut or its employees use personal devices for business purposes, it would need to conduct further analysis based on the specific circumstances. In the worst-case scenario, personal information obtained without employee consent or by illegal means would not be accepted as admissible evidence in a labor lawsuit. In addition, the legal liability analyzed in Question 3 for

violations of personal information protection might apply to this situation as well.

Key takeaway points

The PIPL subjects employers to more stringent requirements in managing their employees' personal information. In the past, many companies merely included blanket employee consent clauses in their employment contracts and employee handbooks. These clauses may no longer satisfy the latest legal requirements. Therefore, we recommend that employers take a number of steps before the new law becomes effective. Such steps should include conducting data mapping and a data inventory check (e.g., confirming which types of personal information have been collected, how, and why), preparing a stand-alone employee privacy notice for China, and updating data privacy sections in the employment contract and employee handbook (if and as necessary). Based on the PIPL, the relevant policies should itemize the types of personal information to be collected and processed, and the purpose, method and scope of processing, the information recipients (including those located abroad), the employees' rights, etc. In addition, employers should give separate consideration to the collection and processing of sensitive personal information and address such processing activities in writing, including obtaining employee consent where appropriate.

In addition, we recommend that employers establish a management and security protection mechanism and a personal information compliance management framework for their processing of personal information (particularly sensitive personal information) of employees. They should also review and revise their service agreements with third parties that process personal information of their employees.

New measures to protect the labor security rights and interests of gig workers

Several policy measures to strengthen the protection of gig workers' rights and interests were spelled out at a State Council General Affairs Meeting held on 7 July 2021. A *Guiding Opinion on Protecting Labor Security Rights and Interests of Gig Workers* ("**Guiding Opinion**") was issued the same day by the Ministry of Human Resources and Social Security and seven other authorities. The Opinion imposes new requirements on entities (particularly platforms) that use gig workers and provide some innovative protections for gig workers. The key points are set forth below:

- **Introduction of a new concept: "establishment of a less-than-complete employment relationship".** A situation where a worker and an employer do not exactly establish an employment relationship but the enterprise manages the worker's labor is determined to constitute a "less-than-complete employment relationship," as opposed to an ordinary employment relationship or a civil law relationship.

- **System rules and platform algorithms that involve gig workers are subject to the procedures for democratic consultation and publication.** When an enterprise formulates or revises system rules or platform algorithms that directly involve gig workers, the government will see to it that the enterprise gives the labor union or worker representatives ample opportunity to air their opinions and

recommendations and that it publishes the result and informs the workers.

- **Establishment of pilot projects for occupational injury protection for platform gig workers and relaxation of the registered permanent residence restrictions on their enrolment in social insurance in their work localities.** The government will set up pilot projects for occupational injury protection for platform gig workers and require platforms to join those projects as required by regulations. Local governments should relax the registered permanent residence requirements that currently restrict the enrollment of gig workers in employee social insurance in their work localities. Arrangements will be made to enable gig workers without employee social insurance to enroll in urban and rural resident insurance.

- **Establishment of a system to protect gig workers with less-than-complete employment relationships.** Enterprises will be supervised as to whether they remunerate the workers at rates no lower than the local minimum wage rate, whether their rest arrangements are reasonable and whether the remuneration paid for work on statutory holidays is reasonable and higher than that paid for work during regular working hours. Enterprises should formulate comprehensive rules and regulations on production safety and perform their relevant compliance inspection and training obligations. They may not formulate performance indicators that harm the safety or health of the workers. Recruitment conditions should not be discriminatory and workers should not be illegally restricted in providing services on more than one platform.

Key Takeaway points

The Guiding Opinion reflects the importance that the government places on providing stronger protection for the rights and interests of gig workers. Nonetheless, it remains to be seen how local governments will implement the Guiding Opinion in practice. Entities that use gig workers should first satisfy the express protective requirements (e.g. paying the minimum wage, not restricting service provision on multiple platforms, announcing the relevant regulations and algorithms to the workers following democratic consultation, etc.) and then wait for specific implementing measures from the government (e.g. occupational disease protection for gig workers, etc.).

Supreme People's Court and Ministry of Human Resources and Public Security expressly state that the "996" work system is illegal

On 30 June 2021, the Supreme People's Court and the Ministry of Human Resources and Public Security (the "**Two Authorities**") jointly published ten typical overtime cases in which the courts set out the criteria for the application of the law to disputes concerning working hour systems, overtime pay, employee entitlement to rest and leave, etc.

One of the cases discussed the "996" work system, which is a hot topic among the public. Mr. Zhang joined a delivery service in June 2020 for a

monthly salary of RMB 8,000. The probation period was three months. The delivery service's rules provided that working hours were from 9 a.m. to 9 p.m., 6 days a week, i.e. what we call the "996" work system. Two months into the job, Mr. Zhang refused the overtime arrangements on the grounds that they materially exceeded the statutory maximum. The company terminated his employment contract forthwith, on the grounds that he had not satisfied the employment conditions during the probation period. Mr. Zhang initiated arbitration proceedings, claiming RMB 8,000 in compensation for the company's illegal termination of the employment contract. After hearing the case, the arbitration commission rendered a final award requiring the company to pay RMB 8,000 in compensation for its illegal termination of the employment contract. Furthermore, it reported the case to the labor protection monitoring institution. The monitoring institution ordered the delivery service to correct its rules that violated laws and regulations and gave it a warning.

In their analysis of the case, the Two Authorities pointed out that the provision in the delivery service's rules that "working hours are from 9 a.m. to 9 p.m., 6 days a week" seriously exceeded the statutory maximum amount of overtime and should be held to be invalid. The employee had refused the illegal overtime arrangements in order to protect his own legitimate rights and interests. As such, his refusal could not serve as a basis for determining that he had not satisfied the employment conditions during the probation period.

Key takeaway points

China's current working hour systems include the standard working hour system, the flexible working hours system and the comprehensive working hours system. For employees in a special position, the company may apply to the relevant authority for permission to implement the flexible or comprehensive working hours system. Nevertheless, most employees are subject to the standard working hour system. With respect to the standard working hour system, the law provides that workers should not work for more than 8 hours a day, 40 hours a week. If an employer needs to extend the working hours due to special reasons relating to production and business operations, it may extend the working hours up to three hours a day and a maximum of 36 hours a month, provided that the workers' health is ensured.

This shows that under the standard working hour system, the "996" work system seriously violates the statutory standard for overtime. Nonetheless, what one often sees in practice is that the employee applies for arbitration or institutes an action claiming overtime pay from the company and that the case is concluded with the company's full payment of overtime pay. However, in this case the employee directly challenged the "996" system and obtained the support of the arbitration commission. Moreover, the Supreme People's Court and the Ministry of Human Resources and Public Security published the case as a typical one and specifically pointed out that an employer's rules and relevant work arrangements must comply with laws and administrative regulations. This shows the attitude of the Two Authorities towards the "996" work system.

Beijing issues flexible employment measures for Free Trade Zone enterprises

On 12 July 2021, the Beijing Human Resources and Social Security Bureau issued *Several Measures To Further Strengthen Flexible Employment by Beijing Free Trade Zone Enterprises* ("**Measures**"). Consisting of nine articles, the Measures provide employment-related assistance to the China (Beijing) Pilot Free Trade Zone ("**FTZ**"), which was formally unveiled last September. The key points for FTZ enterprises are set forth below:

- **Relevant human resources and social security authorities should guide FTZ enterprises in negotiating and signing employment contracts that will expire upon completion of a certain task or have a short fixed term, based on the characteristics of their production and business operations.** "Employment contracts that will expire upon completion of a certain task" are provided for in the *Law on Employment Contracts*, which became effective in 2008, but they are not commonly executed in practice. The Measures call on relevant government authorities to guide FTZ enterprises in signing employment contracts that will expire upon completion of a certain task and those that have a short fixed term, based on the characteristics of their production and business operations. The municipal human resources and social security bureau should formulate uniform employment contract templates for the entire city and publish them on the human resources and social security website, in order to provide enterprises with standardized guidance in their execution of flexible employment contracts.

- **Popularization of electronic employment contracts.** Last year, the Ministry of Human Resources and Social Security and the Beijing Human Resources and Social Security Bureau each issued an opinion on electronic employment contracts. The Measures point out further that human resources and social security authorities should organize training sessions, introduction sessions, one-on-one guidance, etc. to assist enterprises with creating and using individualized solutions for their electronic employment contracts. With the aid of the FTZ and organizations such as industry alliances, they should provide centralized solutions for the use of electronic employment contracts. They should gradually build up a government platform for the execution of electronic employment contracts and promote the use of electronic employment contracts in areas such as government services, administrative law enforcement, the judiciary, etc. The Measures show that it is Beijing's policy to encourage employers to use electronic employment contracts and, therefore, that such contracts will become more extensively used and recognized due to promotion by the local government.

- **Expansion of the scope of use of dispatched workers.** FTZ enterprises may use the labor dispatch method to attract "temporary R&D staff, including research staff, technical staff and support staff" for their R&D centers. They may agree with the staffing agencies that the relevant staff will be returned to them upon completion of the R&D tasks. According to an explanation by the Beijing Human Resources and Social Security Bureau, "research staff" as referred to in the Measures chiefly means professional staff engaged in R&D projects, "technical staff" means persons with technical knowledge and experience in the areas of engineering technology and natural sciences who participate in R&D

work under the guidance of research staff, and "support staff" means technicians who participate in R&D work. Although these definitions seem very broad, enterprises should note the restrictive wording "temporary staff" used in the Measures. The positions of the said persons may need to be limited to those that fit the "temporary" feature of labor dispatch jobs. However, the Measures contain no clear-cut definition of the term "temporary".

- **Implementation of a system of administrative permission by means of notifications and undertakings.** According to the Measures, FTZ enterprises can use the notification and undertaking method (i) when they wish to engage in staffing agency business, (ii) when they have already obtained approval for implementing special working hours but need to reapply due to a change of name, or (iii) when they need to reapply for permission for consolidated calculation of working hours for a particular position because the existing permission has expired. This move seems to simplify the actual application procedures and steps for the relevant permissions, but we recommend that enterprises wishing to apply for permission by using the notification and undertaking method check with the relevant human resources and social security authority to find out the specific application requirements.

- **Stronger oversight.** In addition, the Measures require the FTZ's relevant human resources and social security authorities to strengthen their oversight in terms of working hour management, employee rest and leave, safety, hygiene, labor remuneration, social insurance, etc., provide workers with stronger labor protection and better safeguard their rights and interests. Enterprises whose infringements of worker's legitimate rights and interests have negative social effects should be controlled through the city-wide credit information system.

Key takeaway points

The Measures were issued in order to strengthen the flexibility and innovation of enterprises in the Beijing FTZ. FTZ enterprises can apply the relevant policies in the Measures to the term of their employment contracts, the way in which they enter into their employment contracts, the scope of their use of dispatched staff, their applications for special working hours, etc. Such enterprises should also ensure to continue their day-to-day HR management and compliance.

Shanghai court rules on whether conversation records on an office cell phone are private and whether they can be introduced as evidence

An Internet company's sales rep ("**Rep**") resigned at the end of 2019 and returned his office phone to the office.

After his departure, the company discovered that he had engaged in "order transferring" (the practice whereby a sales rep who has landed an order takes it to another company rather than the company employing him/her). They found a relevant conversation recording on the office phone that the

Rep had returned. The recording included sales negotiations between the Rep and another company.

The company's employee handbook stated that employees who transfer orders should pay compensation equal to 40% of the transaction price. The company subsequently initiated arbitration proceedings with an employment arbitration institution, claiming compensation from the Rep for losses in excess of RMB 140,000 suffered as a result of his order transferring.

The employment arbitration institution sided with the company and determined that the Rep had engaged in order transferring. Its award required the Rep to pay the company more than RMB 140,000 in compensation. Being dissatisfied with the award, the Rep filed a lawsuit.

The Rep argued that he had merely been engaging in a friendly, routine exchange of notes with a like-minded friend in the industry. They had not discussed any specific project, time, amount or people and the company had not suffered any business loss. The company, on the other hand, had materially violated his privacy by remotely monitoring his phone without prior notice. Accordingly, the recording could not serve as evidence of the facts of the case.

The company countered that the recording constituted conclusive evidence. It had been entitled to the conversation information because it had issued the phone to its employee for work-related use. Therefore, its claim for compensation from the employee was justified and lawful.

The court at first instance supported the Rep's claim holding that he did not need to pay the company compensation.

The court at second instance upheld the original judgment and found in favour of the Rep for the following reasons:

1. Calls on an office phone are also private and such privacy may not be violated by the employer.

Article 1032 of the *Civil Code of the People's Republic of China* provides that natural persons are entitled to privacy and that no entity or individual may violate another person's privacy by means of spying, interference, divulgence or publication, etc.

In the present case, the office phone was indeed owned by the company, but the conversations arising from the employee's use thereof in the course of work, everyday life, social interactions, etc. were private. Accordingly, it was illegal for other persons to interfere with, learn of, collect, use or publish such conversations without the individual's consent.

2. The extent of an employer's exercise of its right to monitor and manage its employees should be lawful and reasonable.

Employees retain all their basic rights as citizens. The extent of an employer's exercise of its right to manage and monitor its employees must be lawful and reasonable. When exercising their management rights, employers should take even more care to perform their obligations and give maximum protection to the privacy of their employees. In the present case, the

employer recovered conversation data from an office phone without the employee's consent. Such conduct does not constitute lawful, necessary and proper management. Rather, it constitutes abuse of management and supervision rights and should be prohibited.

Key takeaway points

China's legal protection of personal information is becoming increasingly strict, as demonstrated by the passage of the PIPL (see above). In the course of employee relations, companies will inevitably face issues relating to employee privacy and personal information. Companies should note this legal trend with respect to personal information.

In general, courts do not admit evidence that is lacking in legality. In other words, illegal evidence cannot be used as evidence. Accordingly, the key issue in this case is whether it was legal for the company to retrieve the recording from the Rep's phone. The courts held that although the company owned the office phone, it had neither told the Rep that it would record the calls and recover the data nor obtained his express consent to the recovery of such call information. Therefore, the courts did not recognize the legality of the evidence. As the company had no other evidence, it could not prove that the Rep had engaged in order transferring and caused the company to suffer material losses.

This case is a reminder of the following:

- Company policies should reasonably regulate in advance the company's right to monitor its employees' use of company IT resources and communication systems (including telephones, computers, etc., and the ways in which it monitors such use (as a defense against employees' privacy claims). In addition, we recommend that this policy be stated in the employees' employment contracts. As an employee's signature on the employment contract shows his or her consent, the contract's use as evidence in a future dispute will be favorable to the company.

- At the time the company gathers evidence of an employee's disciplinary offense, it must pay special attention to the way in which it does so. If the company gathers evidence in a way that breaks the law, the evidence will be illegal and thus inadmissible.

Beijing court rules that employee was lawfully dismissed for repeatedly failing to respond to work-related messages while working from home

Due to the COVID-19 pandemic, Company A arranged for all of its employees to work from home and required them to stay in touch on work matters by using Feishu software. Company A's employee ("**Yang**") repeatedly failed to reply to his work messages on Feishu. Company A gave Yang multiple written warnings, emphasizing the work discipline to be observed when working from home and requiring Yang to stay in touch on Feishu during working hours, but Yang remained lax in responding. Company A unilaterally dismissed Yang for "repeatedly failing to submit to management

by the Company and committing a serious breach of work discipline." Being dissatisfied with Company A's decision, Yang sued for unlawful dismissal.

The Beijing court held that employees should submit to management by their company and observe work discipline rules when working from home. Unlike normal circumstances, where all employees work in the office, work-from-home arrangements cause employees to work in different physical locations. Working from home is bound to have an impact on work communications and work arrangements. Given these circumstances, there was nothing wrong with Company A requiring its employees to communicate about their work and reply to messages during working hours by means of the Feishu software. In this case, Yang repeatedly and over a long period of time failed to reply to Company A's work-related messages. He did not diligently perform his duties even after many warnings. As Yang's conduct amounted to a serious breach of work discipline, his dismissal by Company A was lawful.

Key takeaway points

Due to COVID-19, many companies are arranging for their employees to work from home. Managing remote employees means that companies are faced with novel HR management issues. We recommend that employers formulate specific work-from-home policies based on the features of the relevant working arrangements. The policies should clarify the work discipline requirements and the consequences for the employee for tardy work etc. (for example, failure to respond to a work-related message within half an hour would constitute a half day's absence without leave and warrant a written warning; an aggregate two days of absence without leave or receipt of two written warnings in a month would warrant summary dismissal). To ensure effective application of the work-from-home policy, we recommend that it be formulated through democratic consultation as provided for in Article 4 of the *Employment Contract Law*.

Shenzhen court rules on dismissal of employee who used umbrellas to shield herself from an office camera

Company A installed several high-definition cameras in its office in June 2019. One of the cameras was located above the workstation of an employee ("**Zhang**"). As Zhang's protests to the company that the camera could breach her privacy were unsuccessful, she unfolded two umbrellas at her work station to block the camera. Company A's HR manager and its labor union chairman tried several times to persuade Zhang to remove the umbrellas, but Zhang refused. Company A gave Zhang a total of two written warnings, but she continued to put up the umbrellas for as long as 10 working days after her receipt of the second written warning. After notifying the labor union, Company A dismissed Zhang by reason of serious breach of work discipline or regulations. Being dissatisfied with her dismissal, Zhang sought damages from Company A for unlawful termination of her employment contract. She successively initiated four procedures, namely employment arbitration followed by first instance proceedings before the People's Court of Qianhai Cooperation Zone, Shenzhen, Guangdong, second instance proceedings before the Intermediate People's Court of Shenzhen, Guangdong and a retrial before the Higher People's Court of Guangdong.

Zhang lost all four proceedings (arbitration, actions at first and second instance and Higher Court retrial) for unlawful termination. The courts held that her dismissal by Company A had been lawful. The courts' judgments were chiefly based on the following grounds:

1. **Company A lawfully exercised its management powers and did not breach Zhang's privacy**. On the one hand, the courts held that the purpose and limits of its installation of cameras in the office had been lawful. According to relevant evidence provided by Company A, it had installed the cameras in order to ensure the safety of people and property in the workplace. They had been installed in a public area with many people rather than in a private area of employees. Furthermore, the cameras were located in corners and the recorded video could only be viewed by senior management staff. The courts held that Zhang had provided insufficient evidence to prove that Company A's installation of the cameras had invaded her privacy. Even though the cameras could record her company account and password information, that information was intended for work-related matters anyway and did not constitute private information of Zhang's. Company A could use other technical means to obtain account passwords without installing cameras. In addition, so long as Zhang was dressed properly, the camera in the corner could not film any private parts of her body.

2. **The company's dismissal of Zhang was lawful, because she had committed a serious breach of work discipline**. The courts held as follows: Company A's HR manager had twice talked to Zhang about her umbrellas and given her a total of two written warnings, but she had continued to put up the umbrellas for as long as 10 working days thereafter. Zhang's refusal to abide by Company A's management instructions had not only had a considerable negative effect on her co-workers but it had made it look as if the company's management rules existed on paper only. Therefore, her conduct had constituted a serious breach of work discipline and her dismissal on those grounds had been lawful.

Key takeaway points

This is one of the cases published by the Shenzhen Intermediate People's Court as a typical employment dispute case. It involves a conflict between an employee's right to privacy and the employer's management powers. Currently, many employers (particularly those in the retail and manufacturing sectors) are starting to consider installing cameras on their work or business premises in view of the special characteristics of their industry or business. They are doing so in order to safeguard employee safety by providing a safe work environment and to protect the property of their employees, customers and third parties. However, in light of new requirements in the PIPL (see above), companies will need to be careful and fulfill relevant legal requirements when installing security cameras in the workplace.

Delivery workers to get new protection - Seven authorities issue an opinion on protection of salary income and a new method of insurance enrollment

Given the rapid development of China's delivery industry, delivery workers have become an important segment of the country's gig economy. Recently, seven national authorities jointly issued an *Opinion on Duly Protecting the Legitimate Rights and Interests of Delivery Workers*. The Opinion expressly calls for the introduction and improvement during the term of the 14th Five-Year Plan of a system to protect the legitimate rights and interests of delivery workers. The main points are set forth below:

1. Formulation of a *Guideline for Settlement of Last-Mile Delivery Fees*. Enterprises should be supervised as to whether their last-mile delivery fees remain at a reasonable level. The income level of delivery workers should be stabilized and the issue of the delivery fee rate for single items should be resolved.

2. Formulation of a *Labor Quota Standard for Delivery Workers*. The labor intensity of delivery workers should be stabilized and those who work harder should be paid more. While the sector's labor efficiency should remain reasonable, overworking of delivery workers should be avoided.

3. The establishment of trade unions in enterprises that provide delivery services should be supported. Trade unions and industry associations should be guided in setting up a collective bargaining mechanism in the industry.

4. The methods of calculating and paying premiums for work-related injury insurance should be improved. Social insurance premiums should be paid for directly employed delivery workers. Grass-roots delivery outlets with gig workers and high worker turnover could calculate and pay work-related injury insurance premiums by taking into account the average level, or the percentage of sales, of the salaries of all urban employees in the area, and enroll delivery workers in work-related injury insurance on a priority basis.

5. The practice of "imposing fines instead of managing (workers)" should be stopped. Delivery services should be guided in improving their performance evaluation mechanism, taking responsibility as enterprises, practicing compliant HR management and implementing work safety standards.

Key takeaway points

The Opinion puts forward new tasks and new objectives for future labor protection of delivery workers. Delivery services should pay attention to the formulation and implementation of relevant national policies, guidelines and standards and timely adjust their HR management practices accordingly.

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