



中国劳工观察
CHINA LABOR WATCH

**Students Forced to Intern at Wuling
Motors**

September 16, 2020

Students Forced to Intern at Wuling Motors

Students from the School of Automotive, Guangxi Technological College of Machinery and Electricity, were sent to the production line at Liuzhou Wuling Automobile Industry Co., Ltd. in August 2020.

They were asked to sign a tripartite employment agreement from August 1, 2020 to January 31, 2021. After they started working, their school and the factory did not adhere to the internship agreement. The student interns' rights were violated. The student interns have written a joint letter to their teachers to report these issues but have yet to receive a response. They hope to be able to choose internships which they are interested in. But the school forced them to work on the production line by threatening not to give them the diplomas they are entitled to.

China Labor Watch has translated the students' joint letter and internship agreement below.

Joint Letter

August 24, 2020

Dear Teachers,

We are students from the Guangxi Technological College of Machinery and Electricity, from the Automobile department, auto repair 1801 and auto parts 1801 students. Due to the school's teaching plan, we began interning at Liuzhou Wuling Automobile Industry Co., Ltd. (Wuling Motors) from August 5th, 2020. During the internship, Wuling Motors did not abide by the "Employment Agreement for Graduates of General Colleges and Universities" as signed by the school. Instead, Wuling Motors has seriously violated our rights and interests.

The working conditions at Wuling Motors:

1. **Unreasonable Work Schedule:** Wuling Motors did not adhere to the employment agreement in arranging 8 hours of work per day, 48 hours of work per week. Instead, without any prior discussions with us, they arranged for us to work 2 to 3.5 hours of overtime. Sometimes, we put in 11.5 hours of high intensity work a day.
2. The employment agreement signed by Wuling Motors and our school, only mentions we will be earning wages of no less than 1000 RMB. This is in clear violation of national labor laws regarding wages. Subsidies and overtime wages are also unclear.
3. **Hazardous Work Environment.** The majority of students are working in welding and soldering positions. Because they are working in these high intensity positions for a long time, their eyes are damaged by the light generated by the electric arc when welding. We have to prevent the weld spatter from splashing onto our skin and we also inhale many toxic gases during the welding process.

The above is the reality of the situation. As interns, we hope that the employment agreement as signed by our school can protect our rights and interests. We hope to choose our own internships instead of having the school arrange the internships. The school forces us to intern at Wuling Motors by telling us that we won't have enough points to receive our diplomas if we do not participate. We hope that you can help us protect our rights and interests, allow us to decide our own internships and consider our thoughts on this issue rather than arranging compulsory work for us. We hope that you can take into consideration our feelings, agree to our demands above and to accept our joint letter.

Appendix 3

Internship Agreement

Party A: Guangxi Technological College of Machinery and Electricity

Address: No. 101, Daxue E Rd, Nanning City

Contact number: 0771-3241686

Party B: Liuzhou Wuling Automobile Industry Co.,Ltd.

Address: No. 18, Hexi Road, Liuzhou City, Guangxi

Contact number: 0772-3755290

Party C: (student name)

ID number:

Contact number:

Agreement Signing location: No. 18, Hexi Road, Liuzhou City, Guangxi

Signing Date: (year, month, day)

Based on national law and relevant legal requirements as well as the “Regulations on the Management of Student Internships in Vocational Schools” (2016), Party A can arrange students, Party C, from automobile manufacturing, assembly technology as well as car body repair technology 2018 class to work as interns at Party B. In order to clarify rights and obligations between the three parties, on an equal and voluntary basis, Party A, B, C, all agree to the following for the internship:

1. Intern time, location, position and job descriptions

- a. Time: August 1st, 2020 to January 31st 2021
- b. Location: No. 18, Hexi Road, Liuzhou City, Guangxi, Guangxi Automobile Holdings Ltd.
- c. Position and Job description (appendix): assembly, panel-beating welding and robot operation, etc.(Details are attached)

2. Intern organization and intern management

- a. Party A:
 - (1) Before Party A arranges internships, they can visit Party B to survey and understand Party B’s working conditions and production management systems in order to ensure Party B can meet the requirements of the internship.
 - (2) Party A will work with Party B to develop an on-site internship plan: clear internship goal, intern job description and intern performance management

standard, etc. and will assist Party B to ensure the plan is implemented.

- (3) Before the internship starts, Party B should provide basic training for Party C so that Party C will understand the goals of the internship, job assignment and performance review standard.
- (4) Party A should arrange an intern advisor, in charge of providing guidance and daily inspections during the internship. The intern advisor will monitor developments in the internship, prepare Party C for the internship and follow them closely.

b. Party B

- (1) Party B should offer positions that matches Party C's area of studies, and is responsible for providing a workplace, equipment, tools and materials.
- (2) Party B should provide pre-job training for Party C, including but not limited to, safety, job assignments, SOP, relevant machine operation requirement, work discipline and other necessary trainings.
- (3) Party B should arrange an instructor to guide and manage Party C's internship, to ensure they complete internship assignments.
- (4) Party B cannot arrange Party C to operate in positions independently. With guidance from the intern instructor, Party B can arrange for Party C to provide assistance to other workers.
- (5) If any serious problems occur, Party B should inform Party A immediately and follow related requirements in reporting to management.

c. Party C

- (1) Party C shall Obey all the rules and regulations made by Party A and Party B and complete all tasks listed in the intern agreement.
- (2) Party C shall always make sure they can be reached anytime by Party A with the exception of being at work.
- (3) Party C shall not be late at work, leave early or be absent. Party C shall follow all the regulations on leave made by Party B and Party A and always get the approval from the supervisor before taking any leave. After Party C returns to the workplace, They should report to their school supervisor and work supervisor. Party C shall inform the school supervisor when Party C is absent.
- (4) Except for safety reasons Party C shall not terminate the internship without the permission from Party A and Party B. Otherwise Party C shall take the sole responsibility for all the consequences caused by the termination of the internship. Party C shall submit a written application 15 days in advance to Party A and Party B if they wish to end the internship for health reasons.
- (5) Party C is responsible for protecting the trade secret and any other secret information related to the intellectual property of Party B. Party C shall not release

any information related to the commercial secret of Party B without written permission. Party C shall return all blueprints, documents, files, hard drives, USB drives, CDs, DVDs, etc. and all materials containing trade secrets and intellectual property belonging to Party B when the internship ends and shall not keep any originals or copies.

- (6) Party C may use information not containing commercial secrets or intellectual property of Party B for their graduation project designs or essays with the written approval from Party B.
- (7) Following the end of internship, Party C shall submit reports to Party A in a timely manner.
- (8) Party C shall pay attention to their own safety and obey traffic rules. Party C shall not go to swim in rivers, ponds, lakes or the sea. Party C shall not conduct any illegal activities.

3. Arrangements for meals, lodging, and days off

- a. Party C will accept the arrangement and management by Party B. Party B shall provide free lodging. Party C shall not look for private lodging. The dormitory provided will have six to eight person rooms. Party C shall pay for water and electricity. Party C will pay a one-time deposit of RMB 200 yuan per person when move in.
- b. Party B shall obey the national legislation on working hours, breaks and days off. However, due to the features of the internship placement and the production demand of the factory, Party B is required to break the regulation forbidding student interns from working on national holidays, working overtime, or working at night. It will help Party C to gain better real workplace experience and improve the connection between the school, the company, the factory, and the student interns. According to the Labor Contract Law, Party B shall pay Party C for overtime, buy accident insurance and provide safety training.

4. Work time and wages

- a. Work hours: Party C shall work on an 8-hour shift schedule due to the nature of the production line and the requirement of Party B. Party C shall work 8 hours per day, 48 hours per week. If the work time needs to be extended, Party B shall ask Party A and Party B to agree in advance. Party B shall pay for overtime at the same hourly rate as regular work hours.
- b. Party A and Party B will agree on offering an appropriate subsidy or compensation to Party C. The amount shall not be lower than RMB 1,000 yuan per month (calculated

based on actual days when less than a month). Party B shall provide one free meal per work day.

- c. Subsidy or compensation: Party B shall pay Party C before the 18th of each month. If Party B needs to postpone the payday, Party B shall ask Party C to agree and notify Party C of the new date.

5. Worker protection and workplace safety.

- a. Party A and Party B shall provide the necessary education and training on worker protection and workplace safety and request Party C to pass the appropriate test. Party C shall not participate in the internship program if they fail the test.
- b. Party A and Party B shall have an action plan in place in case of workplace emergencies.
- c. Party B shall offer work placements in accordance with national laws and regulations. The working environment shall not be harmful to the physical and mental health of the student interns. Party B shall offer workplace protections to all student interns.
- d. Party C shall increase their own safety awareness and be responsible for protecting their own safety and belongings. Party C should report immediately to their supervisors in the case of an emergency.
- e. At work, Party C shall follow the protocol and safety regulations made by Party B. All operation has to be under the supervision of Party B.
- f. If Party C violates relevant rules and regulations or causes damage to the property of Party B due to personal reasons, Party C shall bear full responsibility.

6. Accident insurance and the handling of accidents

- a. Party A is responsible for buying the accident insurance during the internship term for the Party C.
- b. Party B shall coordinate to seek necessary medical care for Party C, in the event Party C experiences an illness or injury during the internship. The insurance company will pay for any illness or injury that falls within the scope of coverage as written in the insurance contract. In the event that the illness or injury does not fall within the scope of coverage: Party C will bear the medical costs for any injury caused by Party C; Party B will bear the medical costs for any injury caused by Party B.

7. Internship completion requirements

- a. Party A will work together with Party B to set the requirements for the completion of the internship and organize Party C to study in order to pass the evaluation.
- b. Party B shall evaluate the performance of Party C when the internship ends.

- c. Party A shall examine the overall performance of Party C and provide them with the results of the internship.

8. Termination of internship agreement

- a. Party A shall end the agreement if any of the following occurs:
 - (1) Party B fails to provide the workplace protection and work conditions in accordance with national laws and regulations.
 - (2) Party B arranges Party C to work overtime or work at night or work on national holidays without the permission of Party A.
 - (3) Party B arranges Party C to work in high-risk positions such as working at heights, down the pit of mines, or with radioactive, explosive, or poisonous materials that may be harmful to the health of interns.
 - (4) Party B does not arrange work for interns in accordance with the agreement, or alters the internship content without permission from Party A and does not carry out management responsibilities.
- b. Party B shall end the agreement if any of the following occurs:
 - (1) Party A fails to carry out the management responsibilities and interferes in the normal operations of Party B.
 - (2) Party C violates the regulations of Party B.
 - (3) Party C causes serious losses to Party B.
 - (4) Party C fails to participate in the internship due to health reasons.
 - (5) Party C is arrested for illegal activities.
- c. The agreement shall be null and void under any of the following circumstances:
 - (1) Party C is female and the internship placement is engaged in work listed in The Special Rules on the Labor Protection of Female Employees.
 - (2) Party C is placed in bars, bath centers, KTV, or other entertainment venues.
 - (3) Party A places Party C through third Party agencies or other commercial subcontractors.
- d. The internship agreement shall terminate after expiration.

10. Other

- a. Party A and B shall not charge Party C for expenses in any name other than those specified in this agreement, shall not withhold the ID of interns nor should they collect any property that belongs to Party C
- b. If there are any disputes regarding the implementation of this agreement, Party A, B

and C will negotiate and resolve the issue. If they are unable to resolve the issue, they will seek assistance from the people's court in the location where the agreement was signed.

- c. This agreement is effective after Party A, B and C have signed or stamped the agreement. There will be three copies of this for each of Party A, B and C and all will have the same legal effect.

Party A (Stamp)

Representative (Signature)

(Year, Month, Day)

Party B (Stamp)

Representative (Signature)

(Year, Month, Day)

Party C (Signature)

(Fingerprint)

(Year, Month, Day)