# Employment and Employee Benefits in Vietnam: Overview

**by *Kien Trung Trinh*, *Sarah Galeski* and *Nam Ngoc Trinh*, *Tilleke & Gibbins***

Country Q&A | Law stated as at 01-Jul-2021 | Vietnam

A Q&A guide to employment and employee benefits law in Vietnam.

This Q&A gives a high-level overview of the key practical issues including: the scope of employment regulation; employment status; background checks; regulation of the employment relationship (including unilateral changes by an employer to the terms and conditions of employment); minimum wage and bonuses; working time, holidays and flexible working; illness and injury of employees; rights created by continuous employment; provisions for fixed-term, part-time and agency workers; discrimination and harassment; termination of employment (including protection against dismissal and protected employees); resolution of disputes between an employee and employer; redundancy/layoff; employee representation and consultation; consequences of a business transfer; employer and parent company liability; employer insolvency; employers' health and safety obligations; taxation of employment income; intellectual property; restraint of trade; relocation of employees; and proposals for reform.

## Employment Status

1. Does the law distinguish between different categories of worker? If so, what are the requirements to fall into each category, the material differences in entitlement to statutory employment rights and are there any maximum time periods for which each category of worker can be engaged?

### Categories of Worker

**Employee/Worker.** Vietnam's labour laws do not make any legal distinction between different categories of workers, but apply to employees, trainees, apprentices and, under the recently implemented version of the Labour Code, "other workers without labour relations". It is not yet clear what types of workers will be included within the category "other workers without labour relations", or indeed whether the entire Labour Code (or only certain aspects of it) will be applied to this category of worker, since the most recent version of the Labour Code has only been in force since 1 January 2021. The Labour Code also now defines "employees" more expansively and states that an "employee" is a person who works for an employer under an agreement, and is paid, managed and supervised by the employer. Therefore, businesses must now take particular care when drafting contracts with independent contractors or other types of workers whom they do not intend to employ as regular employees, as these categories of worker may now be considered to in fact constitute "employees" if the business closely manages or supervises their work.

 

The Labour Code also contains specific provisions for certain classes of employees (such as junior employees, senior employees, disabled employees, and female employees) who are granted certain protections and additional statutory employment rights, such as additional rest breaks or shorter regular working hours.

**Independent Contractor/Self-Employed.** An individual can also provide services to an enterprise or organisation in Vietnam as an independent contractor. However, the provision of services as an independent contractor is governed by the Civil Code 2015 (rather than the Labour Code) and is generally not considered to constitute an employment relationship to which the labour laws apply. Consequently, an independent contractor is not entitled to any statutory employment rights under Vietnam law, such as statutory leave (annual leave, sick leave, maternity leave and unpaid leave), statutory insurance, severance or job loss allowance upon termination of employment, and so on. The recently enacted version of the Labour Code now also applies to "other workers without labour relations", but it is still uncertain whether independent contractors will be included within this category, and which aspects of the Labour Code will apply.

There is no legal provision that specifies the situations where an employer must (or must not) use either an employment contract or a service contract. However, if a contract contains the features more customarily found in an employment relationship (for example, it provides that the contractor is subject to the employer's working hours, or to disciplinary actions provided under the work rules for a breach of the work rules), the contract will be treated by the authorities as an employment contract even if it is referred to as a service contract. As a general rule, the use of a service contract for permanent and long-term work is not encouraged and should only be used for projects where the individual is not directly supervised or managed by the enterprise receiving the services. Where an employer misclassifies an employee as an independent contractor, the labour authorities may view this misclassification as a deliberate circumvention by the employer of both the labour laws and employment-related requirements (such as the provision of paid leave and the payment of statutory insurance). Such an employer may be subject to a monetary fine, and the employee's statutory entitlements must be provided/paid for the duration of the employee's employment.

### Entitlement to Statutory Employment Rights

Only employees (not independent contractors) are entitled to statutory employment benefits (*see above, Categories of Worker*).

### Time Periods

The recently enacted version of the Labour Code sets out two types of employment contracts: fixed-term employment contracts and indefinite term employment contracts. There is no minimum term for a fixed-term contract, but there is a maximum term of 36 months. Except for certain special classes of employees (such as foreign nationals or those past the legal retirement age), the parties can only enter into two successive fixed-term employment contracts: after the expiry of the second fixed-term employment contract, the parties must enter into an indefinite term employment contract to continue employment. With respect to independent contractors, there are no minimum or maximum time periods that apply to their service contracts.

## Background Checks

 

2. Are there any restrictions or prohibitions on carrying out background checks in relation to applicants?

## Restrictions/Prohibitions on Conducting Background Checks

Questions about an applicant's past, health and criminal record are permissible in Vietnam. However, the employee must provide prior informed consent before the background check is conducted. The consent form should address the purpose and scope of the information to be collected and reviewed. It should also state the form and duration of the storage of the information, the parties to whom the information may be transferred and the individual's right to access or correct their personal information.

A draft decree on personal data protection has recently been released by the Ministry of Public Security, and if the draft is passed in its current form, it will impose onerous obligations on employers regarding the collection of sensitive personal information, such as an individual's health status and criminal record. Under the draft decree, an employer wishing to conduct a background check will need to register with the Personal Data Protection Commission (PDPC), under the Ministry of Public Security. Part of the registration process involves submitting a harm impact assessment report, addressing both the potential harm to data subjects due to the proposed processing and the measures that will be taken to manage, minimise or eliminate such harm. Thus, in addition to having data subjects sign a consent form, employers wishing to review an individual's health and criminal record status will also need to register in advance with the PDPC.

By law, an employee must provide certain personal information to the employer before commencing employment, including their:

- Full name.
- Gender.
- Place of residence.
- Educational background.
- Vocational skills.
- Health condition.
- Any other information directly related to the execution of the employment contract as requested by the employer.

## Background Checks by Third Parties

Although not specifically provided for by law, as a matter of practice a background check by a third party is permissible provided that both:

- The scope of the check is restricted to the verification of information provided by the applicant.
- The applicant's prior approval for the third party to conduct the background check has been obtained.

 

It is therefore advisable to notify applicants and obtain their explicit written consent to background checks where they are conducted either by a third party or by the employer itself.

## Regulation of the Employment Relationship

3. How is the employment relationship governed and regulated?

### Written Employment Contract

Employees can be classified into the following two categories, based on the terms of their employment contracts:

- Employees working under indefinite term employment contracts (that is, open-ended contracts).
- Employees working under definite term (fixed-term) employment contracts, with no minimum term and a maximum term of 36 months in duration.

When a fixed-term employment contract expires, but the employee continues working, the parties can sign a new fixed-term employment contract. If they fail to do so within 30 days from the date of the fixed-term employment contract's expiry, the employment contract will automatically convert into an indefinite term employment contract by operation of law.

A fixed-term employment contract can only run for two successive terms. On the expiry of the second term, an indefinite term employment contract must then be entered into, unless the fixed-term employment contract is terminated without renewal after expiry of the second term. Similarly to the scenario above, if the employee continues working after the expiry of two fixed-term employment contracts, the employment contract will automatically convert into an indefinite term employment contract by operation of law. However, this rule does not apply to certain categories of employees, such as:

- Employees past retirement age.
- Foreign national employees (whose employment terms are limited by the duration of their work permits).
- Directors of state-owned enterprises.
- Officers of employee representative organisations.

Any agreement under an annex which has the purpose of amending the term of an employment contract is not permitted.

Employment contracts must be made in writing, with the exception of employment contracts for temporary work of a duration of less than one month (in which case, an oral employment contract can be used). An employment contract must contain provisions on all of the following:

 

- The employer's name and address, as well as the full name and position of the person signing the contract on the employer's behalf.
- The full name, date of birth, gender, place of residence, and identity card number or passport number of the employee.
- Work to be performed, job location and term of the contract.
- Wages (including rate, method and time of payment, allowances and other additional payments, and regime for wage increases and promotion).
- Working hours, rest breaks and holidays.
- Personal protective equipment for the employee.
- Social, health and unemployment insurance for the employee.
- Training and skills improvement for the employee.

Local employment contracts must be made in the Vietnamese language or in dual languages (for example, Vietnamese and English). An employment contract must be entered into directly with the company that employs the employees, and not the group company.

## Implied Terms

The only terms that are automatically implied into employment contracts in Vietnam (whether or not specific provisions are also included within the written employment contract) are those concerning the conditions under which an employment contract can be terminated, as the termination of employment contracts is strictly regulated by Vietnamese law.

## Collective Agreements

Employers must implement and comply with a collective labour agreement (CLA) where it applies. A CLA is binding on the employer when it has been signed by the employer and the representative of the labour collective following a collective bargaining session during which the labour collective has voted in favour of the CLA with a simple majority. The effective date of the CLA is the date it is signed by the employer and the representative of the labour collective, or another date as agreed upon by the parties and recorded in the CLA.

Vietnam's labour laws have recently introduced provisions concerning both sectoral and multi-enterprise collective bargaining, though its practical application has yet to be established. These types of collective bargaining will be carried out through a collective bargaining council, which will be established by the People's Committee in the relevant province. At the time of writing, a decree guiding this process has yet to be released by the Vietnamese Government.

 

4. What are the main points to consider if an employer wants to unilaterally change the terms and conditions of employment?

An employer cannot unilaterally change the terms and conditions set out in the employment contract. An employer who wishes to amend or supplement the terms of an already signed employment contract must notify the employee at least three working days before the term in question is amended or added, and obtain the employee's consent to the amendments or additions in question. Any amendments or additions to an employment contract must be made in an addendum to the employment contract, or by the parties entering into a new employment contract. If the parties fail to reach an agreement on the new terms of the contract, the original signed employment contract must continue to be performed.

## Minimum Wage and Bonuses

5. Is there a national (or regional) minimum wage? Is it common to reward employees through contractual or discretionary bonuses?

### Minimum Wage

A decree issued by the government provides a minimum wage/salary applicable to all employers, including enterprises, co-operatives, farms, households, individuals and other organisations hiring employees under employment contracts from time to time. Currently, there are four regional minimum salary levels applicable to employers, ranging from VND3,070,000 (the lowest level) to VND4,420,000 (the highest level) per month, depending on the locality.

Employers are required to pay a salary to their employees which is not lower than the minimum salary level applicable in their region for untrained workers doing the simplest tasks. For trained workers, the salary must be at least 7% higher than the regional minimum salary.

There is no mandatory salary payment method. Payment methods are subject to the agreement between the parties, though salary payments must be made made directly (to the employee), on time and in full.

### Bonuses

Normally, where a bonus payment applies its terms will be agreed in a bonus clause contained in the relevant employment contract. There are no specific restrictions or guidelines on bonuses. However, an employer can only deduct bonus payments (as a deductible expense) from its corporate income tax liability where the terms of the relevant bonus have been included in a collective labour agreement, an employment contract, or the employer's own financial or bonus policy. An employer can issue its own internal bonus regulations, which will then be notified to employees subject to consultation with the trade union (where a trade union exists). Generally, it is common in Vietnam to offer a 13th month salary bonus to all employees across all sectors.

 

# Working Time, Holidays and Flexible Working

6. Are there restrictions on working hours, and if so, can an employee opt out? Is there a minimum paid holiday entitlement? Is there a statutory right for employees to request to work flexibly?

## Working Hours

**Restrictions on Working Hours.** There is a restriction on the maximum regular working hours of employees in Vietnam, and no parties to the employment relationship (employees, unions or employers) can waive this restriction by either individual or collective agreement. The regular working hours cannot exceed:

- Eight hours per day, 48 hours per week, for employees working under normal working conditions.
- Six hours per day, 36 hours per week, for employees working in extremely heavy, hazardous or toxic working conditions.

However, there is some flexibility permitted to the rules outlined above, and working hours can be set on an hourly/daily/weekly basis depending on the employer's needs. For example, where an employer sets hours on a weekly basis, regular working hours of up to ten hours per day are permitted, provided that the total hours worked over the week do not exceed 48 hours.

Employers are generally permitted to grant overtime, though this is capped at 40 hours of overtime per month, and 200 hours of overtime per year, for each employee. Under special circumstances prescribed by the government, employers may extend the annual overtime cap to 300 hours after notifying the Department of Labour, Invalids and Social Affairs at least 15 days in advance of exceeding the cap.

**Overtime Pay.** Employees working overtime are entitled to overtime pay as follows:

- At least one-and-a-half times the normal hourly rate of pay for extra hours worked on regular working days.
- At least two times the normal hourly rate for extra hours worked during the weekend.
- At least three times the normal hourly rate for extra hours worked during public holidays and paid annual leave days.

Employees who work at night are also entitled to an additional 30% of their regular salary for any night work completed.

## Rest Breaks

**Rest Breaks During the Working Day.** Employees who work for six consecutive hours a day are entitled to a rest break of at least 30 minutes, which is included in the working hours. Vietnamese labour law allows the

 

employer, based on its own production requirements, to arrange for employees to work in shifts. However, the legal requirements on working hours, rest breaks, overtime and so on must be complied with.

**Rest Periods Between Working Days.** The employer must arrange for employees to take a rest period of at least 12 hours before commencing their next shift. Employees are also entitled to four days off per month. However, if the circumstances of the job require it, these days off may be accumulated and do not necessarily need to be taken has one day off per week.

**Special Provisions for Night/Shift Work.** When working at night (from 10 pm to 6 am of the following day), employees are entitled to take a rest break of at least 45 minutes, which is included in the working hours.

### Holiday Entitlement

**Minimum Paid Holiday Entitlement.** By law, employees working under normal working conditions are entitled to a minimum of 12 days of paid annual leave, exclusive of public holidays. Employees working under heavy, hazardous or toxic working conditions are entitled to a minimum of 14 days of paid annual leave, exclusive of public holidays. Employees working under extremely heavy, hazardous or toxic working conditions are entitled to a minimum of 16 days of paid annual leave, exclusive of public holidays. An employee must also be given one additional day of paid annual leave for every five years of consecutive service for an employer, and there is no cap on these additional leave days.

**Public Holidays.** At present, there are a total of 11 public holidays in Vietnam for which employees receive their normal pay entitlement. If any of the public holidays falls on a weekend, employees are entitled to take the next weekday off. In addition to these public holidays, expatriate employees are also entitled to one paid day off for their traditional new year, and another paid day off for the national day of their country.

### Flexible Working

There is no specific legal provision that gives employees the right to request to work flexibly, and any flexible working arrangement will depend on what has been agreed between the employee and the employer. However, the law encourages employers to create conditions for women employees to have regular employment, and to extensively implement systems that include flexible working hours, part-time work or home-based work for women employees, as well as reduced daily working hours or part-time regimes which allow elderly employees to work.

## Illness and Injury of Employees

> 7. What rights do employees have to time off in the case of illness or injury? Are they entitled to sick pay during this time off? Who pays the sick pay and, if the employer, can it recover any of the cost from the government?

### Entitlement to Paid Time Off

 

Vietnamese employees are entitled to paid sick leave. The maximum number of paid sick leave days within a year, calculated according to working days and excluding public holidays and weekends, is as follows:

- For employees working under normal working conditions:
    - 30 days if they have paid social insurance premiums for less than 15 years;
    - 40 days if they have paid social insurance premiums for between 15 years to up to 30 years; and
    - 60 days if they have paid social insurance premiums for 30 years or more.

- For employees working in heavy, hazardous or toxic conditions, or occupations or jobs on the list promulgated by the Ministry of Labour and the Ministry of Health, or working regularly in specified regions:
    - 40 days if they have paid social insurance premiums for less than 15 years;
    - 50 days if they have paid social insurance premiums for between 15 years to up to 30 years; and
    - 70 days if they have paid social insurance premiums for 30 years or more.

Sick pay is paid by the social insurance fund, not by the employer, and applies to both Vietnamese and expatriate employees. Vietnamese employees entitled to sick pay are entitled to 75% of their salary or remuneration on which social insurance premiums were based in the month preceding their leave.

Vietnamese employees infected with a disease on the list of diseases requiring long-term treatment, as promulgated by the Ministry of Health, are entitled to the following paid sick leave entitlements:

- A maximum of 180 days in a year, including public holidays and weekends.
- Employees still needing treatment after 180 days continue to be entitled to the paid sick leave regime at a lower level (between 45% to 65% of their salary or remuneration).

## Entitlement to Unpaid Time Off

An employee is entitled to a one-day leave without pay on the death of a grandparent or sibling, or to attend a wedding of the employee's parent or sibling. Any additional unpaid time off is subject to agreement between the employer and the employee.

## Recovery of Sick Pay from the State

Not applicable (*see above, Entitlement to Paid Time Off*).

## Provisions Concerning COVID-19

On 9 April 2020, Vietnam issued Resolution No. 42/NQ-CP (Resolution 42) to help individuals and businesses affected by the COVID-19 pandemic. Employees who agreed with their employers to suspend their employment contracts or take unpaid leave for one month or more due to their employer lacking funds to pay them due to the COVID-19 pandemic were provided with a monthly amount of VND1.8 million during the period of suspension or

 

unpaid leave. This programme ran from 1 April 2020 until 30 June 2020. Employees who lost their jobs due to COVID-19 but were not entitled to unemployment insurance, or were working without employment contracts, were entitled to VND1 million per month from 1 April to 30 June 2020.

Vietnam also provided employers with financial relief in 2020 to help them cope with the COVID-19 pandemic. Businesses that were affected by COVID-19 and had paid at least 50% of employees' salaries in advance for their period of work suspension from 1 April to 30 June 2020 were eligible for a collateral-free loan with 0% interest from the Vietnam Bank for Social Policies for a maximum term of 12 months. The maximum value of the loan was 50% of the regional minimum salary per employee for a duration of between one to three months, as under the law suspended employees must be paid at least the regional minimum wage.

Employers affected by the pandemic could also apply to suspend their contributions to the retirement and survivorship funds of the social insurance programme for a maximum of 12 months if they were forced to reduce their workforce (through layoffs, suspensions or unpaid leave) by at least 50% due to the COVID-19 pandemic.

## Rights Created by Continuous Employment

8. Does a period of continuous employment create any statutory rights for employees? If an employee is transferred to a new entity, does that employee retain their period of continuous employment? If so, on what type of transfer?

### Statutory Rights Created

An employee is given one additional annual leave day for every period of five consecutive years that they work for an employer. In addition, employees with over one year's service with their employer are entitled to a severance payment if their employment contract is terminated for certain reasons (*see Question 11, Severance Payments*).

### Consequences of a Transfer of Employee

The succeeding employer is responsible for continuing to employ the transferring employees in the case of a merger, consolidation, division or separation of an enterprise or co-operative. In this case, the employees will retain their period of continuous employment as if there had been no transfer. If the preceding employer and the employees choose to terminate their employment contracts and settle all outstanding rights and obligations under the existing contracts, and the employees enter into new contracts with the succeeding employer, a new employment relationship will start with the new employer. If all the employees are not employed by the succeeding employer, a labour usage plan must be formulated (*see Question 18*.).

## Fixed-Term, Part-Time and Agency Workers

 

9. To what extent are temporary and agency workers entitled to the same rights and benefits as permanent employees? To what extent are part-time workers entitled to the same rights and benefits as full-time workers?

### Temporary Workers

In Vietnam, there is no specific type of employment contract for temporary workers, as the recently enacted version of the Labour Code has eliminated the previous contract category of "seasonal/specific job" employees, which had previously applied to employees with contract terms of under 12 months. Now, temporary workers are simply workers under fixed-term employment contracts, which have no minimum term, and a maximum term of 36 months. Therefore, all employees (even those on very short-term contracts) are entitled to the same wages, the same rights and obligations, and the same opportunities, treatment and working conditions as indefinite term employees.

An employer and employee can sign two successive fixed-term employment contracts; if the employment relationship is not terminated after expiry of the second term, the third employment contract must be an indefinite term contract (except for foreign national employees, elderly employees, and officers of employee representative organisations, who can renew their fixed-term employment contracts more than twice). Any agreement under an annex which has the purpose of amending the term of an employment contract is not permitted.

Because employees working under fixed-term contracts are entitled to the same rights and benefits as those working under indefinite term contracts, any unilateral termination of employment must be with cause, and subject to the procedures provided for by the law.

### Agency Workers

The outsourcing of employees is only allowed for 20 types of jobs on a specific list promulgated by the Vietnam Government. Agency workers have the right to be paid the same wage as the wage of an employee of the subleasing employer with the same professional qualifications and doing the same job or a job of the same value, and must be provided with similar labour conditions as the employees of the subleasing employer.

### Part-time Workers

Part-time employees are entitled to receive the same wages and have the same rights and obligations as full-time employees, and are entitled to the same opportunities, treatment and working conditions as full-time employees. For the consequences for misclassifying workers as "independent contractors" rather than "employees", see *Question 2*. In Vietnam, all employees must have their employment contracts with the company for whom they are providing services, and not with any other member of the group.

## Discrimination and Harassment

 

10. What protection do employees have from discrimination or harassment, and on what grounds?

## Protection from Discrimination

Discrimination and sexual harassment are strictly prohibited under the Labour Code, and employees cannot be discriminated against on the basis of any of the following:

- Gender.
- Ethnicity.
- Race.
- Skin colour.
- Social class.
- Beliefs and religion.
- HIV infection.
- Age.
- Pregnancy.
- Marital status.
- Family responsibility.
- Disability.
- Establishment of, or participation in, a trade union or an internal employee organisation.

The law does not provide any specific guidelines on what protections employees can have from discrimination. In general, when there are grounds to suggest that an employer's decisions or behaviour have breached the labour law and infringed an employee's legal rights and interests, the employee can make a claim or a "labour denunciation" to the employer or the labour inspectors to protect their rights and interests.

The following steps can be taken by an employee to make/settle a labour complaint:

- Step one: the employee must lodge a complaint directly with the employer within 180 days from the date of the action being complained of, and the employer must settle the complaint within 30 to 45 days, depending on the complexity of the case.
- Step two: if the employee does not agree with the employer's settlement decision, or the complaint has not been settled at all within the stipulated time, the employee can lodge a complaint with the Chief Inspector of the Department of Labour, Invalids and Social Affairs where the employer's head office is located. This

 

must be done within 30 days from either the date the settlement decision should have been reached by the employer, or the date the employee receives the employer's settlement decision. The Chief Inspector must settle a complaint within 45 to 60 days, depending on the complexity of the case.

- Step three: if the employee does not agree with the decision of the Chief Inspector, the employee can take the case to the court.

To make a labour denunciation, the employee must submit a petition and evidence related to the labour denunciation directly to the Chief Inspector of the Department of Labour, Invalids and Social Affairs where the employer's head office is located.

Under the Law on Denunciation, the denouncer (the employee) or their relatives can request the grassroots trade union or the labour management agencies where the employer's head office is located to apply measures of protection to the employee or their relatives if there is evidence that the denunciations could cause harm to the employee. Where there is evidence that the employee's request is legitimate, those who are settling the labour denunciation can apply the following protective measures:

- Request the employer to cease the violation, and restore positions, employment, earnings and other legitimate interests from the job to the protected person.
- Propose the competent authorities handle the case according to the law.

### Protection from Harassment

In respect of sexual harassment, employers must include detailed regulations within their internal employment regulations setting out how sexual harassment complaints will be handled, including measures for compensating victims and remedial measures. Employers must also ensure their employees are aware of these regulations, so regular trainings are necessary. The Labour Code adds sexual harassment as a ground for dismissal, and employees who are victims of sexual harassment can terminate their employment contracts with no notice.

## Termination of Employment

11. What rights do employees have when their employment or employment contract is terminated?

### Notice Periods

For unilateral termination of employment by an employer (when permitted by law), the employer must provide advance notice to the employee within the minimum statutory time limit. Employees who resign are also required to give advance notice to their employers within the minimum statutory time limit. However, in some specific cases, employees who resign will not be required to provide advance notice (for example, if the work is not the same as was agreed in the signed employment contract, if the salary is not paid in full or on time, if the employee is subject

 

to sexual harassment at work, and so on). In cases requiring advance notice, the relevant minimum statutory time limits are:

- 45 days' notice in advance for indefinite term employment contracts.
- 30 days' notice in advance for fixed-term employment contracts.
- Three working days' notice in advance for employment contracts with durations of less than 12 months.

## Severance Payments

Vietnamese labour law requires employers to provide severance payments to employees whose employment contracts are terminated where those employees have been regularly working for the employer for 12 months or more. The severance payment is equal to one-half of one month's wages for each year of employment. Salary for the purposes of calculating the severance payment is the average salary under the employment contract for the six months immediately preceding termination of the employment contract.

However, no severance payment is required by law in any of the following circumstances:

- At the time of termination of the employment contract, the employee has worked for the company for less than 12 months.
- The employee illegally and unilaterally terminates the employment contract.
- The employee is dismissed for breaching the company's internal labour rules.
- The employee is retrenched (in this case, a job loss allowance will apply instead, which is equal to one month's salary for every year of service).
- The employee retires and is eligible for a pension.
- The employee is absent from work without justifiable reason for five consecutive working days or more.
- The employee is a foreign national and is deported from Vietnam.

## Procedural Requirements for Dismissal

Dismissal is a way of dealing with a breach of "labour discipline". The Vietnamese labour laws define "labour discipline" as the rules governing compliance with time, technology and the management of business and production, as set out in the employer's internal employment rules (*see Question 13*). Therefore, dismissal procedures must comply with the internal employment rules and the labour laws of Vietnam, and follow a sequence to deal with a breach of labour discipline. The procedure for dismissal must include the following steps:

- Making a record of the breach if the breach is discovered at the time it is committed, and notifying the grassroots trade union (or the district level trade union if there is no grassroots trade union) of the breach.
- Sending written notices to the required attendees to attend a meeting to deal with the breach of labour discipline.

 

- Holding a meeting to deal with the breach of labour discipline.
- Issuing minutes of the meeting.
- Issuing a decision following the meeting dealing with the breach of labour discipline.

There is no regulation on the consequences if the procedural requirements are not followed (*see Question 18*). However, considering the pro-employee approach of the Vietnamese courts and labour authorities, it is likely that a dismissal will be found to be illegal if the correct dismissal procedures are not followed.

12. What protection do employees have against dismissal? Are there any specific categories of protected employees?

## Protection Against Dismissal

**Grounds for Dismissal.** Dismissal is a disciplinary action imposed for a breach of "labour discipline" (*see Question 12*) and is only permitted in a few limited cases, as set out in the labour laws of Vietnam and recorded in the employer's internal employment rules. Dismissal means the termination of the employment contract. Dismissal is highly regulated by the labour laws of Vietnam and can only be imposed on the following grounds:

- The employee commits an act of gross misconduct, as follows:
  - an act of theft, embezzlement, gambling or deliberate violence causing injury;
  - the use of drugs at the workplace;
  - disclosure of the employer's technological or business secrets, or infringement of the employer's intellectual property rights;
  - is guilty of conduct causing serious loss and damage or which threatens to cause particularly serious loss and damage to the property or interests of the employer.
- The employee is already subject to disciplinary action for a particular breach of the internal employment rules (for example, the employee has been given a deferral of wages, or a demotion, and so on) and then commits a second breach whilst still under disciplinary measures.
- An employee unilaterally, and without the employer's prior consent/knowledge, takes time off from work, without proper reasons, for either:
  - an aggregate of five days off within a one-month period; or
  - an aggregate of 20 days off within a one-year period.

 

Cases deemed to be "proper reasons" include a natural disaster, fire, illness of the employee or a relative (as certified by a competent medical consulting or treating establishment), and other cases prescribed in the internal employment rules.

**Procedural Requirements for Dismissal.** The employer must follow the strict procedures for dismissal (*see Question 12, Protection Against Dismissal*). Otherwise, the dismissal can be challenged by the court. In addition, under the Penal Code, the unlawful dismissal of an employee or the use of threats to cause the resignation of an employee may even lead to criminal liability.

**Prerequisites to Qualify for Protection Against Dismissal.** There are no prerequisites to qualify and all employees are protected by the usual statutory protections afforded to employees.

### Protected Employees

Women employees cannot be dismissed for reasons that concern marriage, pregnancy, maternity leave or nursing a child under 12 months of age. Male employees also enjoy protection from dismissal while they are raising a child under 12 months of age. An employer is also prohibited from dismissing an employee who is:

- Taking leave due to illness or convalescence.
- Taking other leave with the employer's consent.
- Being held under temporary custody or detention (without formal charges having been made).
- Awaiting the results of an investigation conducted by a state agency (such as a criminal investigation).

If an employer wishes to dismiss an employee who is a part-time trade union officer, the employer must obtain a written agreement on the dismissal from either:

- The executive committee of the grassroots trade union.
- The executive committee of the directly superior trade union.

If the employer and the relevant trade union are unable to reach an agreement on the dismissal, the two parties must report this failure to agree to the local Department of Labour, Invalids and Social Affairs. Only the employer has the right to make the decision concerning the dismissal, and will be legally liable for that decision, which can be taken after 30 days have expired from the date of the notification of the failure to reach an agreement to the local Department of Labour, Invalids and Social Affairs. If the employee and the executive committee of the relevant trade union disagree with the employer's decision on the dismissal, they have a right to request the resolution of the labour dispute in court in accordance with the procedures stipulated by law. In addition, if the employment contract of a member of the executive committee of the relevant trade union will expire before the end of that individual's term of office, the employer must extend the contract until the end of the term.

## Resolution of Disputes Between an Employee and Employer

 

13. Is there a governmental or independent organisation to which employees can refer complaints in the event that there is a dispute between the employee and the employee?

The resolution of labour disputes arising from employment agreements is strictly regulated. The resolution of a labour dispute must first and foremost be based on direct negotiations between the employer and the employee(s), aimed at reaching a harmonious solution in the interests of both parties, stabilising production and business, and ensuring social order and safety. If these direct negotiations fail to resolve the dispute, the regulations on resolution differ, depending on whether the labour dispute is individual or collective.

## Procedure for an Individual Labour Dispute

An individual labour dispute must generally first be subject to the conciliation procedures provided by the labour conciliators before it can then be referred to either the Labour Arbitration Council (introduced by the Labour Code 2019) or the court (such referrals can be made where a resolution cannot be reached by the labour conciliator). A request for conciliation must be sent to the labour conciliators, and within five working days from the date the request is received, a labour conciliator must complete the conciliation process with the parties to the labour dispute. The labour conciliator will then put forward a settlement proposal for consideration by the two parties.

If the two parties agree to the settlement proposal, the labour conciliator will prepare the minutes of settlement. Both parties must then comply with the agreements recorded in the minutes of settlement. If the two parties do not agree to the settlement proposal, or if one of the parties is not present to draw up the minutes of settlement without proper reason after being validly summonsed, the labour conciliator must prepare the minutes of unsuccessful conciliation. In the event of an unsuccessful conciliation, or if one of the parties then fails to implement the minutes of settlement, or if the labour conciliator has not resolved the matter on expiry of the time limit for resolution, each disputing party has the right to bring the dispute before the court in Vietnam, or alternatively the parties can agree to bring the dispute before the Labour Arbitration Council.

The Labour Arbitration Council is an alternative to court. The parties must mutually agree on arbitration and must submit a request to the Labour Arbitration Council to resolve the dispute through arbitration following an unsuccessful conciliation. An arbitration tribunal will be established within seven working days of receipt of the request for arbitration, and the arbitration tribunal must then issue a decision on the dispute within 30 working days of its establishment. This new option for individual labour dispute resolution is much faster than court, which typically takes between six months to two years to resolve a labour dispute.

Whilst the general rule is that labour disputes must be referred to a labour conciliator before they can be referred to either the Labour Arbitration Council or the court, the following types of labour disputes are exempt from this rule and can proceed directly to arbitration or to court:

- A dispute relating to a disciplinary dismissal for a breach of the labour law, or a dispute arising from an employer's unilateral termination of an employment contract.
- A dispute relating to the payment of compensation for loss and damage or the payment of allowances upon termination of an employment contract.
- A dispute between a domestic worker and that worker's employer.
- A dispute relating to social insurance or health insurance.

 

- A dispute relating to the payment of compensation for loss and damage under an employment contract between an employee and an enterprise (or non-business unit) which has sent the employee to work abroad.
- A dispute between an outsourced employee and the client enterprise.

## Procedure for a Collective Labour Dispute

The procedure for settling collective labour disputes has some similarities with that for settling individual labour disputes.

**Collective Labour Dispute Concerning Rights.** Collective labour disputes that concern employees' rights must first undergo the same conciliation process as that for individual labour disputes (*see above, Procedure for an Individual Labour Dispute*).

In the event of an unsuccessful conciliation, or if either of the parties fails to implement the minutes of settlement, each party has the right to request the court to settle the dispute, or the parties can mutually agree to submit the dispute to the Labour Arbitration Council. The timeline for the resolution of the dispute by the arbitration tribunal is the same as for the resolution of an individual dispute. If the arbitration tribunal finds that the employer has violated the law, the tribunal itself will not make a settlement decision but will instead issue a record of the arbitration and transfer the documents to the competent authority for settlement as prescribed by law.

**Collective Labour Dispute Concerning Benefits.** In the event of a collective labour dispute concerning employees' benefits, the employees and the employer can choose to either refer the dispute for conciliation with a labour conciliator, or to refer the dispute for arbitration with the Labour Arbitration Council.

In the event of an unsuccessful conciliation, or if either of the parties fails to implement the minutes of settlement or arbitration has been selected instead of conciliation, the parties can mutually agree to petition the Labour Arbitration Council to resolve the dispute, and if no resolution through arbitration can be made, the employees' representative organisation can organise a strike. The Labour Arbitration Council must establish an arbitration tribunal within seven working days of the date of receipt of the request for arbitration, and the arbitration tribunal must reach a decision on the dispute within 30 working days of its establishment.

The authorised representatives of the two disputing parties must be present at the arbitration to resolve a collective labour dispute concerning employee benefits. If necessary, the Labour Arbitration Council can also invite representatives of other concerned bodies and organisations to attend the arbitration. At the dispute resolution meeting, the arbitration tribunal will specify the issues raised by the parties and each party will have the opportunity to present its position. After studying the case file and collecting evidence, the arbitration tribunal will issue a decision on the dispute and send that decision to the parties. If the tribunal fails to issue a decision or the employer fails to implement it, the employees can go on strike.

Before commencing a strike, the employees' representative organisation must conduct a poll with the employees and obtain the agreement of over 50% of them to go on strike. If the majority of employees are in favour of the strike, the employees' representative organisation must then issue a strike decision setting out the:

- Results of the poll.
- Starting time and venue for the strike.

 

- Scope of the strike.
- Demands of the employees.
- Full names and addresses of the representatives of the employees' representative organisation leading the strike.

This strike decision must be sent to the employer, the People's Committee of the District and the provincial labour authority at least five working days in advance of commencement of the strike. Strikes will be considered illegal where:

- The procedures outlined above have not been followed.
- The strike is organised by a party other than the employees' representative organisation.
- The parties have not yet gone through the mediation procedure, or where the parties elected to resolve the dispute through the Labour Arbitration Council, the arbitration tribunal issued a decision on the dispute, and the employer has observed that decision.
- The strike takes place in a workplace where strikes are prohibited (for example, workplaces where a strike may threaten national security, public health or public order, as set out in a list provided by the Vietnam Government).
- A competent authority has issued an order to postpone or cancel the strike.

## Redundancy/Layoff

14. How are redundancies/layoffs defined, and what rules apply on redundancies/layoffs? Are there special rules relating to collective redundancies?

### Definition of Redundancy/Layoff

There is no specific definition of redundancies/layoffs contained in the labour laws, but in practice an employer can make an employee redundant where either:

- There are technological or organisational changes that result in the cessation of the employee's job function.
- The employer experiences economic difficulties that result in the cessation of the employee's job function.

### Procedural Requirements

An employer can make employees redundant where there are either:

 

- Technological changes that have occurred at the level of the employer (such as changes to all (or part) of the equipment, machinery or technological processes that are used by the employer).
- Changes to the employer's organisational structure (for example, where there is a merger, a consolidation, or a cessation of the operation of one (or several) department(s) or unit(s), or where the employer is facing difficult economic conditions).

If these changes lead to the dismissal or layoff of two or more employees, the employer, in conjunction with the grassroots trade union, must formulate a "labour usage plan", after consultation with the grassroots trade union and conducting a "dialogue in the workplace" session.

In order to conduct the dialogue in the workplace session, the employer must send a document specifying the issues subject to discussion to the employees' trade union representatives, who will then collect the employees' opinions on those matter for discussion and compile them into a document. This document outlining the employees' opinions is then sent to each employees' representative organisation, which in turn will then send them to the employer. Based on the employees' opinions, the employer will then hold a dialogue in the workplace session to discuss the redundancies and will formulate a labour usage plan, and written minutes of the meeting are recorded. Within three working days following the dialogue in the workplace session, the employer is required to announce the main contents of the dialogue session and the labour usage plan, and the employees' representative organisations will disseminate the contents of these to their members.

After this consultation procedure, the employer must provide both the provincial labour authority and the affected employees with notice of termination of employment. The provincial labour authority must receive the notice at least 30 days in advance of the date of the terminations of employment, and the employees must receive a minimum of:

- 30 days' notice of termination of employment if they have fixed-term contracts.
- 45 days' notice of termination of employment if they have indefinite-term contracts.

### Redundancy/Layoff Pay

The employer must provide a job loss allowance to an employee who has been made redundant where that employee has worked for the employer for at least 12 full months. The job loss allowance is equal to one month's salary for each year of service with the employer (though a minimum of two months' salary must be paid in any event). Salary for the purposes of calculating a job loss allowance is the average salary under the employment contract for the six months immediately preceding the termination of employment.

### Collective Redundancies

The law does not specifically define "collective redundancies", but where two or more employees are being made redundant the usual redundancy procedure must be followed (*see above, Procedural Requirements*).

## Employee Representation and Consultation

 

15. Are employees entitled to management representation (such as on the board of directors) or to be consulted about issues that affect them? What does consultation require? Is employee consultation or consent required for major transactions (such as acquisitions, disposals or joint ventures)?

## Management Representation

Employees are represented by the executive committee of the grassroots trade union (the trade union within the company) or the executive committee of the trade union at the directly superior level (if a grassroots trade union has not yet been established within the company). There is no legislation specifically mandating that employees are entitled to management representation (such as on the board of directors), although the law recognises employees' rights to participate in management in accordance with the employer's internal rules.

## Consultation

Employees have the right to request, and participate in, discussions with the employer to implement democratic regulations and to be consulted at workplaces in order to protect the employees' lawful rights and interests. The employer must consult with the trade union in the following cases:

- When formulating and implementing plans concerning occupational safety and hygiene.
- When formulating the criteria for the assessment of employees' performance.
- When making more than two employees redundant.
- When formulating a labour usage plan.
- When formulating pay scales, payroll and work limits.
- When deciding on a reward scheme.
- When formulating the internal labour rules.
- When temporarily suspending an employee from work.

Following the enactment of the most recent version of the Labour Code, employers now have a greater obligation to undertake dialogue in the workplace. Though this obligation existed under the previous Labour Code, in practice it was rarely implemented. While the frequency of general dialogue in the workplace sessions had decreased over time from once every quarter to only once every year, employers must now carry out dialogue in the workplace sessions in addition to corporate-level trade union consultations for all of the above-listed matters (except for the formulation and implementation of plans concerning occupational safety and hygiene). These dialogue in the workplace sessions must be held in accordance with the employer's Democracy in the Workplace internal regulations, which set out the rules, participants, frequency and responsibilities of the parties regarding dialogue in the workplace.

## Major Transactions

 

There is no legislation requiring employees' consultation or consent for major transactions such as acquisitions, disposals or joint ventures. Employees are only entitled to be notified of the final decision of these major transactions.

Where there has been a transfer of ownership, or of the right to manage or use an enterprise, or where an enterprise merges, consolidates, divides or separates, the succeeding employer and the representative of the labour collective will rely on the labour usage plan to:

- Consider the continuance of its performance, or its amendment, or an addition to the old collective labour agreement.
- Conduct collective bargaining in order to sign a new collective labour agreement.

16. What remedies are available if an employer fails to comply with its consultation duties? Can employees take action to prevent any proposals going ahead?

## Remedies

An employer who fails to comply with its consultation duties can be subject to administrative sanctions. A fine of between VND10 million up to VND20 million can be imposed on an employer for failing to consult with the trade union when:

- Unilaterally terminating employment contracts with or more two employees.
- Transferring an employee to another job.
- Dismissing an employee who is a part-time trade union member.

Employers can also be subject to administrative sanctions for:

- Failing to have in place Democracy in the Workplace internal regulations (which can be subject to a fine of between VND1 million to VND2 million).
- Failing to carry out regular dialogue in the workplace sessions (which can be subject to a fine of between VND4 million to VND10 million).
- Otherwise failing to consult with the grassroots trade union when required to do so by law (which can be subject to a fine of between VND4 million to VND10 million).

## Employee Action

 

There are no provisions in the labour laws that specify the measures an employee can take to prevent any proposals going ahead. However, generally, under Vietnamese law, an employee or a trade union can either:

- Complain about an employer's decisions to the competent labour authority.
- Petition the competent court to declare that an employer's decision is void for failure to comply with the procedures required by the law.

## Consequences of a Business Transfer

17. Is there any statutory and/or common law protection of employees on a business transfer?

### Automatic Transfer of Employees

On merger, consolidation, division or separation of an enterprise, the succeeding employer is responsible for continuing to employ the employees who were employed by the transferring employer. However, if the succeeding employer is unable to employ all of these employees, the succeeding employer must prepare and implement a labour usage plan, listing (among other things) the number of employees who will continue their employment with the succeeding employer, and the number of employees whose employment contracts will be terminated. A trade union or employee representative must participate in the formulation of this labour usage plan. Where employment contracts are terminated, a job loss allowance must be paid to each dismissed employee.

### Protection Against Dismissal

Employees are not automatically protected from dismissal on a business transfer, as the succeeding employer can implement a labour usage plan and terminate employment contracts where this is necessary. However, a job loss allowance must be paid to any employee who has their employment contract terminated (*see above, Automatic Transfer of Employees*).

### Harmonisation of Employment Terms

There are no specific legal provisions on the harmonisation of employment terms. As a matter of practice, the employees and the succeeding employer can either choose to enter into new employment contracts with new terms and conditions, or amend the existing employment contracts with the relevant changes as agreed between the parties.

## Employer and Parent Company Liability

 

18. Are there any circumstances in which:

- An employer can be liable for the acts of its employees?
- A parent company can be liable for the acts of a subsidiary company's employees?

### Employer Liability

An employer will be liable for the acts of its employees where those acts are conducted by the employee in the performance of their work duties as delegated by the employer. Specifically, under the 2015 Civil Code, a legal entity must compensate a third party who has suffered damage that was caused by another person (an employee) who was performing the duties assigned to them by that legal entity. However, where a legal entity has provided such compensation to a third party but the employee was at fault in performing their duties, that legal entity has a right to demand reimbursement of that compensation paid from the employee who was at fault.

### Parent Company Liability

A parent company is not liable for the acts of a subsidiary company's employees in Vietnam, as a subsidiary company is considered to be an independent legal entity separate from the parent company, and so the parent company does not employ the subsidiary's employees.

## Employer Insolvency

19. What rights do employees have on the insolvency of their employer? Is there a state fund which guarantees repayment of certain employment debts?

### Employee Rights on Insolvency

Under the Bankruptcy Law 2014, employees and the grassroots trade union have the right to lodge a petition for the bankruptcy of an employer if the employer fails to pay salary and other debts to the employees within three months after they are due. Where an enterprise is dissolved or declared bankrupt, the payment of wages, severance allowances, social insurance and health insurance, job loss allowances and other employment-related payment interests will take priority over other debts.

 

### State Guarantee Fund

There is no state guarantee fund that guarantees the repayment of any employment-related debts available in Vietnam.

## Health and Safety Obligations

20. What are an employer's obligations regarding the health and safety of its employees?

An employer must comply with the laws on occupational safety and hygiene. The employer must take into account the general standards, national technical regulations and local technical regulations on occupational safety and hygiene in order to formulate their own internal rules and working procedures to ensure occupational safety and hygiene as appropriate for each type of machinery, each piece of equipment and every workplace. The Labour Code also regulates, in detail, the employer's obligations concerning work-related accidents and occupational diseases, and the prevention of both.

In general, the obligations of employers concerning occupational safety and hygiene at work include:

- Ensuring a safe and hygienic work environment.
- Providing any necessary safety training and instruction.
- Conducting regular inspections of workplace conditions.

Employers must also provide health insurance and regular health checks for their employees.

## Taxation of Employment Income

21. What is the basis of taxation of employment income for:

- Foreign nationals working in your jurisdiction?
- Nationals of your jurisdiction working abroad?

### Foreign Nationals/Nationals

 

Income tax must be paid on employment income earned in Vietnam, and the applicable rate of income tax is determined by whether the taxpayer has resident or non-resident status for tax purposes (regardless of the taxpayer's nationality).

A resident person is a person who satisfies at least one of the two following conditions:

- Spends at least 183 days in Vietnam within one calendar year or within a consecutive 12-month period from the date of first entry into Vietnam.
- Has a "regular residential location" in Vietnam, meaning that the person has either:
    - a residential location for which permanent residence has been registered under the law on residence; or
    - a leased residence under the law on residential housing with a lease term of at least 90 days.

A non-resident is a person who does not satisfy any of the conditions outlined above.

**Resident Status.** A resident person will be subject to income tax in Vietnam on the total amount of their worldwide income received within the relevant tax year. Income from salaries or wages is taxed at source (the employer withholds the tax due and pays this directly to the tax authorities). For the applicable tax rates, see *Question 22, Rate of Taxation on Employment Income*.

**Non-Resident Status.** A non-resident person is only subject to income tax in Vietnam on their Vietnam-sourced income. This income is taxed at a flat income tax rate of 20%.

## Nationals Working Abroad

This is the same as for foreign nationals and is based on status of the individual (that is, resident or non-resident) (*see above, Foreign Nationals/Nationals*).

22. What is the rate of taxation on employment income? Are any social security contributions or similar taxes levied on employers and/or employees?

## Rate of Taxation on Employment Income

Income tax for a person who is resident is charged at progressive rates depending on the amount of the employment income, as follows:

- Income of up to VND5 million: 5%.
- Income above VND5 million and up to VND10 million: 10%.

 

- Income above VND10 million and up to VND18 million: 15%.
- Income above VND18 million and up to VND32 million: 20%.
- Income above VND32 million and up to VND52 million: 25%.
- Income above VND52 million and up to VND80 million: 30%.
- Any income above VND80 million: 35%.

A non-resident person is taxed at a flat rate of 20% on the employment income they receive from their employment in Vietnam.

### Social Security Contributions

By law, employers and employees must contribute to the social, health and unemployment insurance funds. The employers' and employees' contributions are calculated as a percentage of the employee's base salary, as follows:

- Social insurance:
  - employer pays 17.5%;
  - employee pays 8%.
- Health insurance:
  - employer pays 3%;
  - employee pays 1.5%.
- Unemployment insurance: employer and employee both pay 1% each.

## Intellectual Property (IP)

23. If employees create IP rights in the course of their employment, who owns the rights?

The employer owns the IP rights provided that this is specifically provided for in the relevant employment contract.

## Restraint of Trade

 

24. Is it possible to restrict an employee's activities during employment and after termination? If so, in what circumstances can this be done? Must an employer continue to pay the former employee while they are subject to post-employment restrictive covenants?

### Restriction of Activities

**Restriction of Activities During Employment.** It is questionable whether or not a non-competition clause contained in an employee's employment contract will be enforceable where it applies during the course of employment. The Labour Code explicitly grants employees the right to enter into employment contracts with more than one employer, provided that the employee is able to fully perform all the terms and conditions of each employment contract. Therefore, where such clauses are included, employers should include a statement in the employment contract that, in order to fully perform their duties under the employment contract, it is necessary for the employee to not undertake any additional employment prior to obtaining the employer's consent.

**Restriction of Activities After Termination of Employment.** While it is generally possible to restrict an employee's activities during employment in most cases, any restriction after termination of employment will not usually be enforceable as this will infringe the employee's right to work, as provided for by the labour laws and the Constitution of Vietnam. However, there have recently been several cases where non-compete obligations were enforced for high-level executives who had access to their former employer's very sensitive confidential information. In these cases, the non-compete agreements were executed separately from the employment contracts and were characterised as commercial contracts.

### Post-Employment Restrictive Covenants

Confidentiality obligations can survive the termination of the employment contract if so agreed between the parties. A non-compete clause is unlikely to be enforceable, unless this applies to a high-level executive and has been executed as a separate commercial contract (*see above, Restriction of Activities*). A non-solicitation clause will be difficult to enforce due to the burden of proof and the unfamiliarity of the Vietnamese courts with these types of clauses.

## Relocation of Employees

25. Can employers include mobility clauses in employment contracts, or take any other measures, to ensure that employees are obliged to relocate?

There is no specific legal provision that regulates the use or scope of mobility clauses. As a matter of practice, employers will usually include mobility clauses in employment contracts. Whether or not a relocation allowance or

 

similar payment, or any assistance, must be made to the relocating employee will depend on what has been agreed between the parties in the relevant employment contract.

## Proposals for Reform

26. Are there any proposals to reform employment law in your jurisdiction?

The Labour Code 2019 came into force on 1 January 2021, and has introduced many important changes, including the right of employees to form trade unions independent from the traditional trade union system under the Vietnam General Confederation of Labour. Under this new system, multiple trade unions can now exist at the same enterprise. At the time of writing, a final decree concerning employees' representative organisations at the grassroots level and collective bargaining has not yet been issued, and so it is not yet certain how independent trade unions will function in practice, or how collective bargaining will be carried out with multiple trade unions within an enterprise.

**Contributor profiles**


### Kien Trung Trinh, Partner

**Tilleke & Gibbins**
**T** +84 24 3772 5567
**F** +84 24 3772 5568
**E** *kien.tt@tilleke.com*
**W** *www.tilleke.com*


**Professional qualifications.** Lawyer practising certificate, Ministry of Justice of Vietnam, 2004; LLB, Hanoi Law University

**Areas of practice.** Corporate services; commercial transactions and M&A; employment; regulatory affairs; transportation and logistics.

**Non-professional qualifications.** BEc, Hanoi Foreign Trade University

**Languages.** Vietnamese, English

**Professional associations/memberships.** Hanoi Bar Association.


### Sarah Galeski, Counsel


 

**Tilleke & Gibbins**
**T** +84 28 6284 5671
**F** +84 28 6284 5666
**E** *sarah.g@tilleke.com*
**W** *www.tilleke.com*

**Professional qualifications.** Barrister and Solicitor, Member of the British Columbia Law Society, 2009; LLB, University of British Columbia

**Areas of practice.** Commercial transactions and M&A; dispute resolution; employment.

**Non-professional qualifications.** BA in International Development and Psychology, McGill University

**Languages.** English

## Nam Ngoc Trinh, Attorney-at-Law

**Tilleke & Gibbins**
**T** +84 24 3772 5550
**F** +84 24 3772 5568
**E** *nam.t@tilleke.com*
**W** *www.tilleke.com*

**Professional qualifications.** Lawyer practising certificate, Ministry of Justice of Vietnam, 2016; LLB, HCMC University of Economics and Law

**Areas of practice.** Banking and finance; corporate services; commercial transactions and M&A; employment.

**Languages.** Vietnamese, English

**END OF DOCUMENT**