



# Employment Industry guidelines on responsible recruitment of foreign employees



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# 1.

## Purpose of the guidelines

Private employment agencies are actively involved in promoting work-related immigration.

The purpose of these guidelines is to commit the member companies of Employment Agencies Finland (EA = employment agency) to act responsibly and legally in the recruitment of foreign employees, thereby improving the position of foreign employees in Finland.

These guidelines apply in situations where an EA brings a foreign employee to Finland either itself or with the help of a partner. The EA will follow the guidelines in temporary agency work, in which case the EA acts as the employee's employer. As applicable, the EA will also comply with the guidelines in recruitment assignments, in which case the employment relationship is concluded between the foreign employee and the EA client company.

It is recommended that the matters referred to in these guidelines are both discussed orally with the foreign employee and given as written instructions.



## 2.


## Use of subcontractors or other partners

Employment Agencies Finland recommends that foreign employees are recruited directly to the Finnish EA.

Human trafficking and forced labour related to labour exploitation are a serious global problem. The EA respects and protects foreign employees and their human rights and does not tolerate any violations of human rights. The EA complies with the duty of care, carries out risk assessments of its partners and takes measures to prevent human trafficking and forced labour related to labour exploitation.

If the EA uses a subcontractor or other partner to recruit foreign employees, special attention must be paid to the selection of the partner. The partner must be contractually bound to comply with these guidelines.

The EA does not cooperate with a partner that violates the Employment Industry Guidelines on responsible recruitment of foreign employees.

A photograph of a male worker in a yellow hard hat and safety glasses, wearing a blue shirt and an orange safety vest. He is operating a lathe machine in a factory setting. The image is partially obscured by a white diagonal shape on the left side.

**”** *The employment agency respects and protects foreign employees and their human rights and does not tolerate any violations of human rights.*

# 3.

## Responsibility

The EA ensures that the recruitment of foreign employees is responsible.

### **Confirmation of and sufficient information about the job**

There must be a confirmation of the job before the foreign employee travels to Finland. The EA ensures that the person understands the position they are being recruited for and that they have the appropriate competence and training. If the foreign jobseeker is being recruited for a job that is less demanding than his/her education and competence, the EA must also ensure that he/she understands the realistic possibilities of being recruited for a job that corresponds to his/her competence and education in Finland later.

### **Understanding of working conditions and pay**

The EA ensures that the foreign jobseeker understands the terms and conditions of employment. In addition, the EA checks the deductions made from his/her pay related to social security or taxes as well as the valid insurance policies. It is recommended that the person is given an example calculation of the net salary before the recruitment decision is made. The foreign employee is also informed of the costs of accommodation and living in Finland.

### **Passport and other personal or travel documents**

At no stage will the EA or a partner seize or otherwise take possession of the foreign employee's passport or other personal or travel documents.

## Compensation and fees charged to the employee

The EA does not charge the foreign employee an employment service fee or other employment service-related fees. If the EA uses a partner to recruit labour in another country, the EA must ensure that the partner does not charge the employee a commission or other employment service-related fees, even if these fees are legal in that country.

Before the foreign employee travels to Finland, the EA and the employee must agree on who will pay for the employee's travel to Finland and, correspondingly, back to the home country, and who will be responsible for the costs of the visa or other travel documents. It is good to also agree on compensation for travel expenses in situations where the employment relationship ends prematurely for one reason or another.

The fees charged to the foreign employee for, e.g. housing, commuting, food or equipment must be reasonable. The EA and the employee also agree in advance on any training required for the work and on who pays for the training.

## Housing

The EA ensures that the foreign employee has appropriate housing or accommodation when arriving in Finland. The employee is also informed of the level of rents and prices in the target area in Finland.



# 4.

## Permits and other pre-requisites for working

Before the necessary permits for staying and working are obtained, the employment contract can only be made on a conditional basis. The residence permit shows what kind of work the employee can do and how many hours a week they can work. The right of residence can be checked, for example, by asking the employee to present a valid residence permit (in the passport, other official travel document or residence permit card).

The EA takes into account the legislation of the employee's country of origin and the practices related to recruitment processes.

Employment Industry Finland has issued a separate guideline for its member companies regarding situations in which a Filipino employee is recruited from a country other than directly from the Philippines.

### Permits

The employee's right to work in Finland is based on:

- citizenship of an EU or EEA country
- Nordic citizenship
- Swiss or Liechtenstein citizenship
- a valid residence permit
- the employee not needing a residence permit
- the employee working as a posted worker (right to work in the country of origin)



### Professional skills

The EA ensures that the qualifications of the foreign employee and other prerequisites for the work (e.g. occupational safety card and hygiene passport) are in order.

### Language skills

The EA aims to ensure that the foreign employee has sufficient language and other skills to practise their profession in Finland. For example, under the Act on Health Care Professionals, a health care professional must have the sufficient language proficiency that the tasks they perform require.

The recognition of professional qualifications is regulated by numerous special acts and the Act on the Recognition of Professional Qualifications as a general act.

# 5.

## Employment contract and terms of employment


When the EA acts as the employer of the foreign employee, it undertakes to comply with the following provisions:

The EA complies with its employment contract with the employee and the legislation in effect. The EA applies the Finnish collective agreement which is applicable at the time. The employment contract is made in writing and translated into a language understood by the employee.

Fixed-term employment contracts must include the grounds for fixed-term employment, the start date, and the end date or estimated end date of the employment relationship. In addition, the employment contract must include information on the reason, duration or estimated duration of the order based on the customer contract on which the fixed-term employment contract is based. In addition to these, the employee must be provided with a summary of the principal terms and conditions of the employment relationship in accordance with the Employment Contracts Act and an assessment must be made of whether, at the end of the employment relationship, the EA can offer other jobs corresponding to those agreed in the employment contract.

Before hiring the foreign employee, the EA must provide the jobseeker with detailed information on the terms and conditions of the employment relationship. Particular attention should be paid to the following:

- the meaning of the probationary period
- the duration of the employment relationship
- the position of the employee at the end of the employment contract
- working hours
- job description
- required competence
- pay



The EA pays the foreign employee at least the pay specified in the collective agreement applicable to his/her employment relationship. The pay is determined in accordance with the provisions of the collective agreement, taking into account, among other things, the competence level of the position and the employee's personal competence. Tax-free compensation is not included as part of the wages and salaries specified in the collective agreement. The EA ensures that the employee has the correct information on the amount of pay and the impact of taxes and other possible indirect costs on pay.

HY offers the foreign employee equal opportunities for training and career development.

**” The employment agency complies with its employment contract with the employee and the legislation in effect and applies the Finnish collective agreement which is applicable at the time.**

# 6.

## Occupational safety

The EA pays particular attention to the occupational safety and adequate basic orientation of an employee coming to Finland from abroad.

The actual orientation at the workplace is provided by the client company. The EA must ensure that the client company has sufficient language competence so that the induction and occupational safety matters can be carefully discussed with the employee.

# 7.

## Organisation

The EA guarantees the foreign employee's freedom of association. When authorised in writing, the shop steward of the client company has the right to see the employment contract of the foreign employee.

# 8.

## End of the employment contract

After the end of the employment contract, the EA as the employer is responsible for paying the final pay, issuing a certificate of employment and other employer obligations related to the termination of the employment relationship. If the employee is leaving Finland after the employment contract has ended, the EA will discuss with the employee the official obligations related to leaving the country.

# 9.

## Termination of the employment contract

The EA informs the foreign employee of both his/her right and the employer's right to terminate or lay off an employment relationship in accordance with Finnish legislation.

# 10. Employee guidance and integration into society

When the EA acts as the employer of the foreign employee, it provides the foreign jobseeker considering working in Finland with information on living and working in Finland before he/she arrives in Finland. The EA provides information on key authorities, such as the Digital and Population Data Services Agency (DVV), the Finnish Immigration Service (Migri), Kela, the Tax Administration and the employment area. The EA must aim to discuss with the foreign employee in his/her native language, for example by means of an interpreter, or in another language that he/she understands.

It is recommended that the EA also organises a broader “integration service” for the foreign employee, which may include, for example, an information package sent in advance, receiving the employee, arranging accommodation, city-specific information, practical orientation, authority connections, cultural education, telephone service, organising school placement and day care.

The EA provides guidance for the foreign employee in applying for language studies.

The EA aims to support maintaining the foreign employee’s own culture and to facilitate contact with the employee’s family that has remained in the employee’s home country. The EA informs the foreign employee of the possibilities and prerequisites of family reunification in Finland. It is recommended that the employee’s possible need to travel to their home country during the employment relationship, for example, by means of unpaid leave arrangements, is determined.

The EA encourages client companies to improve their multicultural skills at workplaces, for example, by training their work community.

The EA appoints a contact person for the foreign employee from the EA and monitors how the foreign employee does in their work.

When the foreign employee is recruited directly to a client company, the EA aims to ensure that the customer company provides adequate guidance and integration for the employee.

# Other obligations related to foreign employees



## Obligation to maintain records

The EA must maintain information on the foreign citizens it has recruited and the grounds for their right to work at the workplace, so that the information can be easily inspected by the occupational safety and health authority. The information must be stored for two years after the end of the foreign employee's employment relationship.

## Obligation to inform the Finnish Immigration Service and the employee representatives

When the EA employs a person other than a citizen of an EU or EEA country or his or her family member, it shall submit within seven days to the Finnish Immigration Service information on the

- employed person
- duration of the employment relationship
- working hours
- salary
- the applicable collective agreement.

The EA shall also inform the employee representatives of the name of the aforementioned foreign employee and the applicable collective agreement within seven days.

The EA shall submit an announcement of the end of employment within 14 days if

- the employee should have started working, but he/she has not started
- the employee's employment relationship ends or the employee has, for some other reason, stopped working before the expiry of the residence permit granted on the basis of employment.

## More information

[workinfinland.com/en/tyonantajat](https://workinfinland.com/en/tyonantajat)

[suomi.fi/company/being-an-employer/employers-responsibilities/guide/employers-responsibilities-and-obligations/foreign-workers](https://suomi.fi/company/being-an-employer/employers-responsibilities/guide/employers-responsibilities-and-obligations/foreign-workers)

[tyosuojelu.fi/en/employment-relationship/foreign-employee](https://tyosuojelu.fi/en/employment-relationship/foreign-employee)

[vero.fi/en/detailed-guidance/guidance/49113/taxation-of-employees-from-other-countries9](https://vero.fi/en/detailed-guidance/guidance/49113/taxation-of-employees-from-other-countries9)

[kela.fi/coming-to-finland](https://kela.fi/coming-to-finland)

[migri.fi/en/for-employers](https://migri.fi/en/for-employers)

[mediabank.businessfinland.fi/l/JQWn2SGF98rB](https://mediabank.businessfinland.fi/l/JQWn2SGF98rB)

Employment Industry Finland's guidelines for employers hiring a Filipino employee from a country other than the Philippines

## Relevant penal provisions

Chapter 11a of the Employment Contracts Act

Chapter 9 of the Aliens Act

Chapter 47 of the Criminal Code



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