

Recruitment of
foreign employees

Rules for the recruitment of
foreign employees for
the personnel services sector



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Rules for the recruitment of foreign employees for the personnel services sector

1. The purpose of the rules

Labour immigration into Finland has increased over recent years. Private employment agencies have also participated actively in the promotion of labour immigration.

The purpose of these rules is to ensure that the member companies of the Private Employment Agencies Association undertake to act ethically and lawfully when recruiting foreign employees and thus improve the status of foreign employees in Finland. These rules shall be applied to situations where a private employment agency (PEA) brings or recruits a foreign employee to Finland either itself or through a partner.

It is recommended that the issues included in these rules be discussed with the foreign employee both orally and in writing.

2. The use of subcontractors or other partners

The Private Employment Agencies Association recommends that foreign employees be recruited directly into the employment of a Finnish PEA.

If a PEA uses a subcontractor or other partner, special attention must be paid to the choice of partner. The contractual partner must be bound by an agreement to observe these rules.

3. Charges to be collected from the employee

The PEA shall not collect any fees or other charges relating to its employment services from the foreign employee. If the PEA uses a partner for the recruitment of labour in the country of origin, the PEA shall ensure that the partner does not collect any fees or other charges relating to its employment services from the employee.

Before a foreign employee arrives in Finland, the PEA and the employee shall go through who will pay the costs of his or her trip to Finland and correspondingly those of his or her return to the home country.

Foreign employees shall not be charged unreasonable compensation for accommodation, commuting, food or equipment etc. The PEA and the employee shall also agree in advance on any training required for the job and the payment of its costs.

4. Permits and other requirements for working

Before a foreign employee arrives in Finland, it must be ascertained that there is a job for him or her.

Permits

The PEA shall see to that the foreign employee has the permits required for residence and working in Finland. The permits of employees coming from countries outside the EU/EEA area must be in order before the employee arrives in Finland.

Professional skills

The PEA shall ensure that the foreign employee has the examinations and other qualifications required for the job (e.g. occupational safety card and hygiene pass).

Language skills

The PEA shall ensure that the foreign employee has adequate language skills for practising his or her profession in Finland (cf. Act on Health Care Professionals).

Accommodation

The PEA shall see to that the foreign employee has appropriate accommodation in Finland. The employee shall also be informed of the level of rents and prices in the destination area in Finland.

Obligation to retain information

The employer shall keep the information on the foreigners recruited and the grounds for their right to work easily available at the workplace for inspection by occupational safety and health authorities.

Obligation to inform

The employer shall inform the shop steward, the elected representative and the occupational safety officer of the name of the non-EU/EEA citizen recruited and the applicable collective agreement.

Obligation to submit information on the principal terms of work

An employer who recruits a non-EU/EEA citizen who has a residence permit for employed persons with regard to specific professional fields or who has been exempted from the obligation to have a permit shall submit information on the principal terms of work, as referred to in the Employment Contracts Act to the Employment and Economic Development Office, without delay.

5. Employment contract and terms of employment relationship

As the employer of a foreign employee, the PEA shall observe the employment contract concluded with the employee and the legislation in force. The PEA shall apply the appropriate Finnish collective agreement to the foreign employee. The employment contract shall be made in writing and translated into a language understood by the employee. Fixed-term employment contracts shall include the date of commencement and the date of expiry of the employment relationship.

If the duration of a fixed-term employment contract is tied to the duration of a certain project, the project shall be specified in the employment contract and the date of expiry of the employment relationship shall be estimated as precisely as possible.

Before a foreign employee is hired, the employer shall provide the job applicant with exact information on the terms of employment. Special attention should be paid to the significance of the trial period, the duration of the employment relationship and the position of the employee upon the expiry of the employment contract, and to working hours, the job description, the skills and knowledge required for the job, pay, etc.

The PEA shall pay the foreign employee at least the pay specified in the collective agreement applied to his or her employment relationship. The pay shall be defined in accordance with the stipulations of the collective agreement on the basis of the competence requirements, the employee's qualifications etc. Tax-free compensations are not included in pay as specified in the collective agreement. The PEA shall ensure that the employee has the correct information on the amount of pay and the effect of taxes on said pay.

The PEA shall provide foreign employees with equal opportunities for training and career development.

6. Guidance and integration

A foreign employee considering working in Finland shall be provided with information on living and working in Finland before he or she arrives in Finland. Key aspects relating to authorities shall also be discussed with the employee in Finland, for example, with respect to the local register office, the Social Insurance Institution of Finland (Kela), the tax office, the police station and the Employment and Economic Development Office. The PEA shall seek to serve the foreign employee in his or her mother tongue, for example, with the help of an interpreter, or in some other language understood by the employee.

It is recommended that the PEA also provide a foreign employee with more extensive integration services, which may include an information package sent in advance, the reception of the employee, accommodation arrangements, city-specific information, a practical introduction to Finnish society, contacts with authorities, cultural training, telephone advice services, school and day care arrangements etc.

The PEA shall provide a foreign employee with instructions on how to participate in language courses.

The PEA seeks to support the foreign employee's wish to preserve his or her own culture and promote communications with his or her family in the home country. It is recommended that any need of the employee to visit his or her home country during the employment relationship be established and provided for with unpaid leave arrangements, for example.

The PEA shall encourage user enterprises to develop their capacity for multiculturalism at workplaces, for example, by training their work communities.

The PEA shall appoint a contact person in the PEA for the foreign employee and monitor how the employee copes at work.

7. Occupational safety

The PEA shall pay special attention to the occupational safety and sufficient basic introductory training of an employee coming to work to Finland from abroad.

The user enterprise shall provide the actual introductory training at the workplace. The PEA shall ensure that the user enterprise has adequate language skills for providing the introductory training and discussing issues relating to occupational safety thoroughly with the employee.

8. Freedom of association

The PEA shall guarantee foreign employees freedom of association. The shop steward of the customer company has the right to see the foreign employee's employment contract by proxy.

9. After the expiry of the employment relationship

After the employment relationship has ended, the PEA shall ensure that the payoff is paid, a certificate of employment is issued and that other employer obligations relating to the expiry of the employment relationship are taken care of. If the employee is leaving Finland after the expiry of the employment relationship, official obligations relating to leaving the country shall be discussed with the employee.

10. Code of practice within the personnel services sector

In addition to these rules, the code of practice within the personnel services sector drawn up by the Private Employment Agencies Association shall be applied to the recruitment of foreign employees.



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