

MODEL CONTRACT OF EMPLOYMENT - FOREIGN POSTINGS

1. Contract parties

Employer

Name:
Address:

Employer's representative in the host country

Name:
Address:

Employee

Name:
Address:

2. Assignment location

Host country:
Town/city:
Office:

3. Duties

Job title:
Primary job description, rights, duties, reporting:

The employee shall perform the duties assigned to him or her diligently and in accordance with the directions given by the employer within the scope of its authority.

Immediate superior in the home country:
In the host country:

4. Reference to law

Unless otherwise provided under this Contract, the contractual relationship shall be subject to Finnish employment legislation inasmuch as it does not conflict with the mandatory legislation of the host country.

Unless otherwise provided under this Contract, the Finnish collective agreement on terms of employment for the sector shall be applicable alongside Finnish employment legislation, inasmuch as it does not conflict with the mandatory legislation of the host country. The applicable collective agreement is

Unless otherwise provided under this Contract, the contract relationship shall be subject to the employment legislation of the host country. The employer shall provide the employee with a written summary of the legislation affecting the terms and conditions of employment in the host country.

5. Contract period

The collective agreement terms and conditions referred to in this Contract shall be in force from

The Contract term shall be:

Duration of posting of . Estimated duration is approx. months / years. The employer shall give the employee approximately months' / weeks' notice of the precise termination date of the Contract .

Termination date

After termination of the foreign posting, the employee's employment relationship in Finland shall continue under terms and conditions that are at least equivalent to those applied before the commencement of the foreign posting / under the following terms and conditions (at least the level of the post, town / city and site of the job shall be agreed):

6. Premature termination of the foreign posting

The employer shall have the right to terminate this Contract on the grounds for dismissal and cancellation provided by the Finnish Employment Contracts Act. If the authorities of the host country disqualify the employee from working in the host country, this Contract of Employment may be terminated, upon which the employee shall return to the home country to employment in a position as detailed in paragraph 5. The employee shall have the right to return to the home country if the employee or a member of his or her family contracts a serious and / or prolonged illness. In such a case, the employee shall also return to the home country to work in a post as detailed in paragraph 5.

The period of notice shall be: _____ months if terminated by the employer and _____ months if terminated by the employee.

The employee shall have the right to cancel this Contract on the grounds provided in the Employment Contracts Act of Finland.

If circumstances arise whereby the employer has the right to cancel this Contract on grounds emanating from the employee as provided by the Employment Contracts Act or if the employee cancels this Contract before the end of the contract term not on grounds provided by the Employment Contracts Act, the employee shall not be reimbursed for the travel expenses incurred for the homeward journey nor any other expenses from the moment of termination of the Contract of employment. If the foreign posting ends prematurely for any other reason, the employer shall reimburse the employee for all costs related to the homeward journey and removal, which the employee shall first submit for approval by the employer.

Both parties shall have the right to terminate the Contract of employment on the grounds of conditions in the host country by giving notice of _____ months / notice of immediate termination.

If this Contract should terminate prematurely for any reason other than one emanating from the employee as provided by the Employment Contracts Act, the employee's employment relationship shall continue in Finland at least under the terms and conditions agreed on in paragraph 5.

7. Working hours and reimbursement of travelling time

The regular working hours shall be _____ hours per day and _____ hours per week in accordance with the legislation / regulations of the host country. The number of working days shall be _____ days per week.

The employee shall be reimbursed for travelling time as follows:

8. Overtime

Overtime payments are agreed as follows:

Work done in addition to the regular working hours detailed above shall be subject to extra and overtime payments according to the provisions of the legislation of

Finland

The host country. The employer shall provide a written summary of the employment legislation of the host country.

9. Annual holidays

The employee shall earn annual holidays:

- As provided by the Annual Holidays Act of Finland
- 3 days for each holiday credit month as provided by the Annual Holidays Act.

The timing of the annual holiday is agreed as follows:

Holiday pay shall be 50 % of the salary for the annual holiday period and of the holiday pay payable at the end of the assignment contract.

10. Public and other holidays

Public paid and unpaid holidays shall be determined by the legislation and customary practice of the host country. The employer shall provide a written summary of the holiday legislation and / or customary practice of the host country.

Regardless of the legislation of the host country, the following days shall be paid holidays:

Other holidays are agreed as follows:

11. Salary

- The remuneration payable to the employee shall be / month / year.
- The salary shall be determined by the Finnish collective labour agreement.

- In addition to the monetary salary, the following benefits are agreed (e.g. benefits in kind, company car etc.):
Regarding adjustments to the pay, the following is agreed (e.g. general increases in the home country and increments corresponding to rises in the level of earnings):

The salary shall be paid

- In euros into the employee's bank account no.
- In currency into the employee's bank account no.
- A proportion of of the salary shall be paid into the employee's bank account in Finland as follows:

The salary shall be paid on the day of each month.

12. Daily allowance

During the period of working in the host country or from the host country to other countries (N.B. tax liability must be ascertained):

- a daily allowance of EUR / day shall be paid
- a daily allowance of EUR / day shall be paid for the first days of the stay, thereafter a daily allowance of EUR / day shall be paid.
- a daily allowance shall be paid for travel in the host country in the course of work at the rate of EUR / day.
- a daily allowance shall be paid in accordance with the company travel rules.

The daily allowance shall be paid

- monthly on the day of the month.
- times a month.

The daily allowance shall be paid in / in the currency of the host country.

The employee shall not be entitled to any daily allowance for working days on which he or she has been absent from work without a valid reason.

No daily allowance shall be paid during the annual holiday. For travel days, a daily allowance shall be paid for each journey (both ways) up to a maximum of days.

13. Reimbursement of travel expenses for the journey each way

The employer shall reimburse the following expenses:

- health check before departure
- vaccinations
- obtaining a passport
- obtaining a visa
- obtaining an international driving licence

If the outward journey and/or return journey takes place outside paid working hours, a reimbursement for the duration of the journey shall be paid

- a separate reimbursement of EUR / journey to the host country and back.
- freight costs of luggage up to a maximum of kg as air freight or the equivalent costs as surface freight
- the reimbursement of freight costs of luggage and possessions for removal is agreed as follows:
 - travel tickets using a regular route designated by the employer from the employee's place of residence to the work destination in the host country and back at the end of the assignment.
 - other reimbursements of expenses to be agreed separately:

14. Travel documents

The employee shall obtain his or her own passport.

Other documents shall be obtained as follows:

Visa obtained by:
Work permit obtained by:
Residence permit obtained by:
Travel tickets obtained by:

15. Taxation

The employee shall have access to a tax consultancy service to clear up any taxation queries related to the foreign posting and to fill in tax returns. The employee shall have the right to use the tax consultancy service before leaving for abroad and on his or her return to the home country. The employer shall meet the costs of the tax consultancy service. In addition, the employer shall assist the employee in preparing the tax returns both for the host country and the home country.

The employee shall be liable for his or her own taxes and other public payments both in the host country and the home country.

The employer and the employee have agreed on the net salary as follows:

16. Social security and pension

The host country is an EU/EEA country or a country with which Finland has signed a social security agreement. The employee shall remain covered by the Finnish social security system during the foreign posting / for as long as it is possible under the applicable social security decree or social security agreement. The employer shall obtain the necessary certificate / exemption order for the employee who is posted abroad.

Finland has no social security agreement with the host country. The employee shall remain covered by the Finnish social security system during the foreign posting / when the conditions of Finnish social security legislation are fulfilled. The employee shall obtain his or her certificate of eligibility for the Finnish social security system based on residency / the employer shall assist as follows:

The salary for insurance purposes (TyEL) shall be EUR / month. The salary for insurance purposes takes into account:

During the posting abroad, the employee shall be covered by the social security system of the host country.

If the employee's entitlement to Finnish social security benefits is not in force during the foreign posting or terminates during the foreign posting, the following has been agreed regarding insurances:

The insurance agreements are detailed in paragraph 25.

17. Family members

Under this Contract, family members are deemed to include:

On family members accompanying the employee, their travel expenses and other costs, the following is agreed:

18. Accommodation

- The employer shall, at its expense, provide the employee with accommodation and furnishings of reasonable quality.
 - The employee shall obtain accommodation in the host country at his or her own expense.
 - The employee shall live in a hotel designated by the employer in the host country.
 - The employee shall live in shared accommodation designated by the employer in the host country.
 - For a period of _____, the employee shall live in a hotel designated by the employer, after which the employee shall obtain his or her own accommodation.
 - The following arrangements have been made for accommodation in the host country:
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19. Accommodation costs

- The employer shall pay the rent for the accommodation / hotel bills.
 - The employee shall pay the rent for the accommodation / hotel bills.
 - The employer shall pay a proportion of the rent for the accommodation / hotel bills as follows:
 - As well as the rent, the employer shall pay any maintenance costs related to use of the accommodation.
 - As well as the rent, the employee shall pay any maintenance costs related to use of the accommodation.
 - The employee shall pay any maintenance costs related to use of the accommodation.
 - On furnishing the accommodation, the following has been agreed:
 - The employee shall be liable for maintaining the accommodation in good order and reimbursing any damage he or she has caused.
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20. Daily travel to work

- The employer shall reimburse the daily travel costs from the accommodation to and from the place of work, if the distance is in excess of _____ km.
- The employer shall arrange and cover the costs of transport from the accommodation to the place of work and back.

- The employee shall be liable for his or her daily costs for travel to work.
- The following has been agreed on reimbursing the employee for using his or her own car:
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21. Meals

- The employer shall arrange for free canteen meals at the workplace.
- The employee shall pay a charge of / each for canteen meals.
- The employee shall be responsible for his or her own meal costs.
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22. Sick pay

The employer shall pay the employee sick pay:

- In accordance with Finnish provisions (Employment Contracts Act / collective agreement /company procedure) as follows:
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23. Medical care

In case of the employee being taken ill, medical care shall be arranged in the host country / .

If the illness is prolonged (continuous absence of over months) or serious, the employee shall be sent to Finland for treatment.

The employer shall be liable for the necessary treatment costs as follows:

If the employee has caused the illness or accident deliberately, through criminal activity or gross negligence, the employee shall himself or herself be liable for the above costs.

If the employer has paid the treatment costs, the employer shall be entitled to reimbursement from the payment to the employee under the Health Insurance Act or a supplementary insurance taken out by the employer.

24. Travel from the host country to Finland paid by the employer (in addition to the journey to and from the posting)

- The employer shall be liable for travel expenses incurred in transporting the employee to Finland for medical treatment after he or she has become seriously ill abroad.
- The employer shall pay the costs of a journey home (both ways) if a close relative has died or become seriously ill, or in other comparable cases.

The employer shall pay the costs of a holiday trip (both ways) to the home country as follows:

The following has been agreed on the employer contributing to family members' travel costs:

The annual holiday may be spent in places other than the home country, whereupon the travel costs shall be reimbursed as follows:

The following has been agreed on regular trips home:

25. Insurances

The following insurances shall be in force during the foreign posting:

- health insurance
- TyEL pension insurance
- accident insurance
- group life insurance
- unemployment insurance
- additional pension insurance / individual pension insurance.

In addition, the following insurances shall be taken out for the employee at the employer's expense:

- posting insurance
 - travel / passenger insurance
 - leisure time accident insurance
 - medical costs insurance
 - employer's liability insurance
 - other insurances: removal goods, motor vehicle, household goods
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26. Next of kin / contact person in Finland

Name:
Address:
Tel:

27. Disputes

In the event of disputes arising from this Contract, the matter shall be resolved primarily

- in accordance with the negotiation procedure laid down in the collective agreement
- through negotiations between the unions representing the parties.

In the event of failure to reach agreement, the secondary recourse shall be

- the Finnish District Courts
- arbitration, with the employer liable for all arbitration costs

the courts of the host country, with the employer liable for all the costs arising from the court proceedings.

Two identical copies of this Contract have been prepared, one for each party.

day month

Employer

Employee

Representative of Company in the host country