

Clear form

1. EMPLOYER INFORMATION

Last name		First name	
Address		Postal code and city	
Phone		Email	

2. INFORMATION OF THE ASSISTED PERSON (unless they are the employer)

Last name		First name	
-----------	--	------------	--

3. EMPLOYEE INFORMATION

Last name		First name	
Personal identity code	Phone	Email	
Address		Postal code and city	

4. RELATIONSHIP/HOUSING

Is the employee a relative of the employer (or the assisted person) or another similar person such as a spouse, cohabiting partner, parent, sibling, grandparent, child, adoptive child?

Yes; please specify: _____

They are not related to each other

They live in the same household

5. MAIN DUTIES

Assistance in managing affairs	Assistance in studies	Assistance in taking care of hygiene/going to toilet	Assistance in recreation and hobbies
Assistance in dressing up	Assistance in going to work	Assistance in cooking/eating	Assistance in taking care of home
Assistance in childcare	Assistance in communication	Assistance in moving around/transitions	Assistance in other necessary activities indicated by the employer
Assistance in caring of pets	Another type of assistance; please specify:		

6. DURATION OF THE EMPLOYMENT CONTRACT

Term of employment	Reason for fixed-term employment (please only fill in for fixed-term employment)
Indefinitely starting from _____ Fixed-term _____ - _____	Employee's request Substitution Completion of a specific task or set of tasks Another reason; please specify:
The trial period has been set at _____ months (max. 6 months) (Heta-liitto's current collective agreement regarding the length of the trial period will be applied to members of Heta-liitto.)	

7. WORKING HOURS (SELECT ONLY ONE)

Regular _____ hours per week	Regular _____ hours per month
Variable; minimum _____ to maximum _____ hours per week	
Variable; minimum _____ to maximum _____ hours per month	
The working hours must be based on the service plan of the disabled person acting as the employer made by a social worker of the City of Helsinki and a valid personal assistance decision. Please note that you must give a written explanation to the employee about variable working hours at the end of the form.	

8. SALARY

Salary is paid by the hour. At the beginning of the employment relationship, the salary is _____ € per hour. The employer is a member of Heta-liitto The employment relationship complies with general labour legislation, as well as the collective agreement concluded between the Heta-liitto and JHL. The employer submits a receipt for the paid membership fee to the Department of Financial Management Services annually. Salary group (to be reported by employers who are member of Heta) A B1 B2 or C The employer is not a member of Heta-liitto The employment relationship complies with general labour legislation: Employment Contracts Act, Working Hours Act, Annual Holidays Act, etc. Bank and account number (IBAN) to which the salary is to be paid FI
According to the Employment Contracts Act, the salary of hourly paid assistants is paid twice a month. An exception to this provision of the Employment Contracts Act can only be made by a collective agreement (Heta-tes). To be paid twice a month, pay periods from the first to the 15th and from the 16th to the last day of the month Paid once a month, pay period from the 1st to the last day of the month Annual leave is determined in accordance with the Annual Holidays Act and any applicable collective agreement. Upon termination of employment, the salary is paid according to the city's payroll system on the next payday after the notice of termination has been received by the payroll administrator.

9. CRIMINAL RECORD EXTRACT

The date of issue of the criminal record extract for an employee assisting a person under 18 years old (valid for 6 months) _____

Applies in cases in which the job involves the permanent and essential education, teaching or care of a person under 18 years old without the presence of a guardian, and the employment relationships last a total of more than 3 months within one year. The employer has the right to request the extract only for their own inspection, and it is not submitted to the payroll services.

10. NOTICE PERIOD

The notice periods specified in the Employment Contracts Act are followed. In the employment contracts of Heta-liitto members, the notice period specified in the current collective agreement of the Heta-liitto applies.

11. OTHER CONDITIONS

The employee is obliged to maintain complete confidentiality regarding the personal matters of the employer and their family. The employee agrees to work for the employer under their direction and supervision. The employment relationship is subject to the provisions of general labour legislation. In addition, the assistants of employers who are members of Heta-liitto are subject to the collective agreement between Heta and JHL.

12. DATE AND SIGNATURES

Place and date	
Employer's signature	Employee's signature

INSTRUCTIONS FOR FILLING IN THE FORM

1. Employer or substitute employer information

"Employer" refers to the user of assistance who has received a positive personal assistance decision from the City of Helsinki's disability services. "Substitute employer" refers to a person who assumes the employer responsibilities on behalf of the user of assistance. A substitute employer is used when the disabled person is unable to handle employer responsibilities due to their disability or illness.

2. Information of the assisted person (unless they are the employer)

This section should include the name of the user of assistance in cases in which the user cannot handle the legal responsibilities of being an employer (a minor or a person who has been assigned a guardian).

3. Employee information

"Employee" refers to the personal assistant who enters into an employment relationship with the user of assistance.

4. Relationship/housing

According to the Disability Services Act, a personal assistant cannot be a relative or other close person of a severely disabled individual unless there is a particularly compelling reason and permission has been granted in the personal assistance decision. A relative is defined as the spouse, child, sibling, parent or grandparent of the severely disabled person. Other close persons include a cohabiting or life partner. Even if the user of assistance is not the employer, the term "relationship" in this section of the contract refers to the relationship with the user of assistance, not the substitute employer. When a relative or close person takes care of the severely disabled person's care and welfare, the primary form of support is the support for informal care. The employee does not accrue annual leave rights but is entitled to leave if the employer has not hired other assistants, and the employee lives in the same household as the employer and/or is:
the employer's spouse

Social Services, Health Care and Rescue Services

a child or grandchild of the employer or their spouse
a parent and grandparent of the employer or their spouse
an adoptive child or adoptive parent of the employer or their spouse
the spouse of one of the above

In all the above cases, a cohabiting partner is treated as a spouse.

5. Main duties

The employer and employee can agree on how detailed the description of the assistant's duties will be. If necessary, the tasks can be specified in detail in a separate attachment to the employment contract, which does not need to be submitted to the payroll services. The employee's duties must align with the service plan and the personal assistance decision made by the municipal disability services for the employer. For example, hours granted for hobbies, participation in society and maintaining social interaction can only be used for these purposes.

6. Duration of the employment contract

The employment relationship is valid indefinitely unless there is a justified reason for it to be fixed-term. A justified reason for a fixed-term contract could be, for example, the employee's own request, a substitute position or the completion of a specific task.

A trial period is recommended in the employment relationship, as stipulated in chapter 1, section 4 of the Employment Contracts Act. During the trial period, the employment contract can be terminated by either party without notice. The employer and employee can agree on a trial period of up to six months, which is considered to start from the beginning of the employment. In fixed-term employment relationships shorter than one year, the trial period can be up to half the duration of the employment contract. For example, in a six-month fixed-term employment relationship, the trial period can be up to three months.

Members of Heta-liitto follow the collective agreement between Heta-liitto and JHL regarding the length of trial periods.

7. Working

Choose one of the four working hour options on the form. It is important to consider whether personal assistance is to be provided regularly or as needed on a varying basis. The number of hours recorded in the employment contract as regular (e.g. 30 hours per week or 20 hours per month) is binding, and the assistant always has the right to receive work for the agreed number of hours in the employment contract. If the required working hours vary monthly, it is important to agree on the minimum and maximum amount of work (e.g. 20 to 40 hours per week or 10 to 30 hours per month). In this case, the work must be carried out at least by the agreed minimum number of hours.

Shifts must be planned so that the employee's rest periods comply with chapter 6 of the Working Hours Act. The regular working hours of one employee can be a maximum of eight hours per day and 40 hours per week.

The total number of hours worked by employees must not exceed the amount stated in the service plan and the personal assistance decision made by the municipality's disability services. The municipality does not compensate for hours exceeding the personal assistance decision, and these costs must be covered by the assistance user.

Working hours must also follow the service plan and the valid personal assistance decision made for the disabled person.

Members of Heta-liitto follow the collective agreement between Heta-liitto and JHL in planning working hours. In a variable working hours employment contract, the employee must be given a written explanation of the applicable working hours. The explanation should detail in what situations and to what extent the employer needs the workforce. A written explanation does not need to be provided if the variable working hours are agreed upon at the employee's initiative. An explanation is also not required if it concerns a fixed-term employment relationship lasting no more than one month. The employer provides a written explanation to the employee. The explanation can be made as an attachment to the employment contract. The explanation is between the employer and the employee and does not need to be submitted to the payroll services.

8. Salary

Salary is paid on an hourly basis according to the compensation level determined by the City of Helsinki or the applicable collective agreement. The worked hours are paid retrospectively, according to the pre-announced payroll schedule. Up-to-date information on the salary amount can be obtained from the Department of Financial Management Services. Members of Heta-liitto follow the table salary defined in the collective agreement between Heta-liitto and JHL.

9. Criminal record extract

The Act on Checking the Criminal Background of Persons Working With Children (504/2002) aims to protect the personal integrity and promote the personal safety of minors. According to section 3 of this Act, the employer must request to see a criminal record extract as referred to in section 6(2) of the Criminal Records Act (770/1993) when a person is first hired or appointed to a job that involves permanent and essential education, teaching, care or other supervision of a minor without the presence of a guardian, or other work in personal interaction with a minor. The criminal record extract must be requested if employment relationships last a total of at least three months within one year.

10. Notice period

Notice periods according to the Employment Contracts Act are determined as follows:

- a. The notice periods to be observed by the employer after uninterrupted employment are:
 - 1) 14 days if the employment has continued for up to one year
 - 2) one month if the employment has continued for more than one but not more than four years
 - 3) two months if the employment has continued for more than four but not more than eight years
 - 4) four months if the employment has continued for more than eight but not more than 12 years
 - 5) six months if the employment has continued for more than 12 years.
- b. The notice periods to be observed by the employee after uninterrupted employment are:
 - 1) 14 days if the employment has lasted up to five years
 - 2) one month if the employment relationship has lasted more than five years
- c. The employer and the employee may mutually agree on a notice period, but it may not exceed six months.

Members of Heta-liitto follow the notice periods defined in the agreement between Heta-liitto and JHL.

The employer can only terminate the employment for a valid and substantial reason. The reason for termination cannot be the employee's illness unless it causes significant and permanent impairment of work capacity. The employee's pregnancy or opinions (political, religious or other) are also not valid grounds for termination.

11. Other conditions

In this section, the employee commits to observing full confidentiality and being under the direction and supervision of the employer. The employment relationship is subject to the provisions of general labour legislation. The obligations of the employer and the employee are detailed in chapters 2 and 3 of the Employment Contracts Act. Assistants of employers who are members of Heta-liitto are also subject to the valid collective agreement between Heta-liitto and JHL.

12. Date and signatures

The employment contract is made in writing in three copies. One copy is given to the employee and another remains with the employer. The employer sends a third copy of the employment contract to the personal assistance payroll services at the following address: Talpa/Personal assistance, PO Box 231, 00099 CITY OF HELSINKI; or by email to talpa.suoratyo@hel.fi.

Appendix to the personal assistant employment contract

EXPLANATION CONCERNING VARIABLE WORKING TIME (TO BE FILLED IN BY THE EMPLOYER, NOT TO BE SUBMITTED TO THE PAYROLL SERVICES)

In variable working hours employment contracts, there is no fixed number of hours, but the employee's working hours vary between the agreed minimum and maximum amounts. The variable working hours arrangement also applies when the employee works on an on-call basis (so-called zero-hour contract).

If variable working hours are agreed on the employer's initiative, the Employment Contracts Act (55/2001) requires the employer to provide a written report to the employee on the working hours to be observed and the circumstances in which and the extent to which the employer will have a need for labour. In the report, the employee is informed of the so-called reference working hours, i.e. the days and times of the week during which the employer may commission work in accordance with section 30 a of the Working Hours Act (872/2019) without the employee's consent for each occasion. The employer must provide a report on variable working hours within 1 month of the start of work.

The employer must review the implementation of variable working hours once a year. If the number of actual working hours shows that the minimum working hours agreed on in the employment contract could be defined as higher, the employer must offer the employee an agreement to change the working hours condition to match the review results within one month of the review. If the variable working hours were agreed on at the employee's own request, this review obligation does not apply.

Variable working hours are agreed as follows:

____ to ____ hours per month or ____ to ____ hours per week
Valid from ____.
Reason for using variable working hours:
Employee's request; reason:
<p>Employer's need</p> <p>If variable working hours are agreed on at the initiative of the employer, in what situations and to what extent does the employer need workforce (reference working hours)?</p>
The explanation is not a binding condition of the employment relationship but is intended as additional information for the employee. The employer will provide a new explanation if the reference working hours are changed. The explanation of the change must be provided as soon as possible, at the latest when the change enters into force.

Place and date:	Place and date:
Employer's signature and name in block letters	Employee's signature and name in block letters