



Guide for employers of personal assistants in Helsinki

City of Helsinki

Social Services, Health Care and Rescue Services

Disability services

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Helsinki

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TABLE OF CONTENTS

1. INTRODUCTION	3
2. STARTING AS AN EMPLOYER	4
3. FINDING AN ASSISTANT	5
4. EMPLOYMENT CONTRACT	6
4.1. Conclusion of the employment contract	6
4.2. Parties to the employment contract.....	8
4.3. Duration of the employment contract and trial period	8
4.4. Definition of work tasks and places where the work is performed.....	9
4.5. Definition of working time	10
4.6. Amount of wages	10
4.7. Determination of the notice period	11
4.8. Professional secrecy and data protection.....	12
4.9. Criminal record extract.....	12
5. TAKING OUT INSURANCE AND DAMAGE SITUATIONS	12
5.1. Mandatory insurance	12
5.2. Liability in the event of damage.....	13
6. OCCUPATIONAL HEALTH CARE	13
7. OCCUPATIONAL SAFETY.....	14
8. PAYMENT OF WAGES	15
8.1. Receipts required for payment of wages.....	15
8.2. Working time compensations	17
8.3. Applying for an experience bonus.....	18
9. SCHEDULING WORKING HOURS	19
10. ASSISTANCE IN TRAVEL SITUATIONS.....	20
10.1. Using assistance hours when travelling.....	20
10.2. Reimbursement of additional costs incurred from the assistant	21
10.3. Travel insurance.....	21
11. ASSISTANT'S HOLIDAYS AND ABSENCES.....	22
11.1. Determination of holiday.....	22
11.2. Hiring substitutes.....	23
11.3. Sick leave.....	24
11.4. Accident at work.....	24
11.5. Family leaves	25
12. SUSPENSIONS AND TERMINATION OF EMPLOYMENT	25
12.1. Layoff	25
12.2. Termination of employment.....	26
12.3. Certificate of employment.....	27
13. WHERE TO LEARN MORE	28
APPENDIX: Duties of a personal assistance employer in a nutshell	27

1. INTRODUCTION

This guide is intended for employers of personal assistants in Helsinki. It aims to take the most important things into account that the employer of a personal assistant should know to act as a responsible employer. The guide contains instructions on how to find an assistant, and how to prepare an employment contract. It also provides important information about general employer obligations, as well as the determination and payment of the assistant's wages and other personal assistance compensations.

You can give feedback related to this guide to social work for people with disabilities either to your own social worker or to the social instructors for personal assistance. We are happy to receive development proposals concerning this guide and the implementation of personal assistance.

The latest version of this guide is always available on the disability services website. If necessary, a printed guide can be requested from the social instructors of the employer model.

When a disabled customer acts as the employer of a personal assistant, the payment of wages is arranged using a payment assistant system. This means that the wellbeing services county, i.e. the City of Helsinki, will take care of the payment of the personal assistant's wages based on the information provided by the employer. A customer with a disability acts as the employer of a personal assistant, and the assistant is in an employment relationship with the disabled person in accordance with the Employment Contracts Act, not with the City of Helsinki.

According to the Disability Services Act, a person with a disability must be provided with advice and support in matters related to the hiring of an assistant if necessary. However, this does not mean that the employer's duties will be transferred to the wellbeing services county. The employer's rights and obligations belong to the disabled person acting as the employer. In addition, no active obligation is generated for the wellbeing services county to perform tasks belonging to the employer on behalf of the disabled person.

The employment contract between the disabled person and their assistant is based on a decision made by the social instructor of disability services about the number of hours of personal assistance and possible working time compensations. Assistance hours can only be done within the limits set by the decision made by the social worker. If the employer has more working hours done, the hours exceeding the decision will be removed from the assistant's wages, and the employer is responsible for the costs themselves for that part. Hours allocated on a weekly or monthly basis that have not been used will not be transferred to the next week or month.

In exceptional cases, if the person using personal assistance is a child or an adult with an intellectual disability, their guardian or legal interest representative may act as a

substitute employer for the personal assistant. The person making the personal assistance decision will record this information in the decision.

The employment contract is concluded between the person with a disability and the assistant and is not subject to the collective agreements applicable to municipal employees. The assistant cannot make any claims to the city arising from the employment relationship, but the employer is responsible for the terms and conditions of the employment relationship.

In addition to the employment contract, the employment relationship is determined by labour law such as the Employment Contracts Act, the Working Hours Act, the Occupational Health Care Act, the Occupational Safety and Health Act, the Young Workers Act, the Annual Holidays Act, the Act on the Investigation of the Criminal Background of Persons Working with Children, and the Social Welfare and Health Care Supervision Act. Up-to-date legislation can be found in the database maintained by the Ministry of Justice: finlex.fi/en/ up-to-date legislation.

If the employer is a member of The Union of the Employers of Personal Assistants in Finland (HETA ry), the assistant's pay and working conditions are determined in accordance with the national collective agreement for personal assistants of HETA ry and the Trade Union for the Public and Welfare Sectors JHL ry: <http://www.heta-liitto.fi/tyoehtosopimus>.

Membership in the Heta union is self-funded. The membership application can be submitted through the website of the Heta union. Not all compensations or supplements mentioned in the collective agreement are paid automatically, but the payment is always based on an individual decision made by the social worker for people with disabilities. In the interpretation of the collective agreement and in the event of problems, employers belonging to the Heta union should contact the member and advisory services of the Heta union: <https://heta-liitto.fi/yhteystiedot/>.

If the employer is not a member of the Heta union, the assistant's working conditions and wages are determined in accordance with the labour law and the decisions made by the City of Helsinki's Social Services, Health Care and Rescue Services. In this case, no collective agreement is applied to the assistant's employment relationship.

2. STARTING AS AN EMPLOYER

A person with a disability receives a decision on personal assistance implemented using the employer model by post. The decision is accompanied by a power of attorney for the new employer to be connected to the Oima.fi service. Helsinki uses the Oima.fi service to pay wages to personal assistants.

The first personal assistant of the new employer can start work only after the power of attorney filled out by the employer has been returned to the unit of social work for people with disabilities, and statutory insurance has been taken out for the employer through the Oima.fi service. The receipt of the power of attorney sent by the employer and the validity of the insurance policies are notified to the employer either by phone or by letter. *The assistant can only start work after receiving this information.*

If the decision assigns the employer status to a substitute employer (e.g. a minor user of personal assistance), the substitute employer must submit the power of attorney with their own information.

To create usernames for the employer for the Oima.fi service, the power of attorney must include their email address, which serves as the username in the service. If the employer does not have an email address, the power of attorney will be provided without it. In this case, the hours worked by the assistant must be reported on the hour notification form to the Financial Management Service in accordance with the wages payment schedule indicated on the website for services for people with disabilities, and the payroll secretary enters the hours worked to the Oima system in accordance with the employer's notification.

After the power of attorney is returned, the office secretary for social work for people with disabilities creates a customer relationship for the employer in the Oima system. A personal registration link about this will be sent to the employer's email address they have provided. In the registration phase, the user must create a password and select a user role. The role of the employer in the Oima system is the employer, and the role of the personal assistant is the employee. Registration also requires strong identification with online banking credentials. The provided email address serves as the employer's username. After registration, the service can be logged into at <https://minun.oima.fi/>. In the event of problems related to this, the social instructors for personal assistance can be contacted by email at sotepe.suoratyo@hel.fi.

If the employer is unable to use the electronic Oima service, they do not have to make the aforementioned registration, and they submit the working time records and other necessary documents to the payroll unit on paper forms.

3. FINDING AN ASSISTANT

According to the Disability Services Act, a family member or another person close to a disabled person cannot act as a personal assistant unless this must be considered to be in the best interests of the disabled person for a special reason. If necessary, the right to this must be applied for from the disabled person's own social worker before the assistant's employment relationship begins. A relative or close relative can be hired as an assistant if the social worker has made a positive decision to that effect. Sufficient grounds for a relative to act as an assistant may be the specific nature of communication

or other specific reasons related to the disability, for example. However, a relative cannot act as an assistant if they are a guardian, substitute employer or the interest representative of a disabled person.

In this context, a relative refers to the spouse, child, sibling, parent or grandparent of a disabled person. Other close person means a cohabitant. People who do not fall within the above categories may act as a personal assistant.

The employer may have several assistants in the employment relationship at the same time. Even in this case, when recruiting assistants and concluding employment contracts, it must be taken into account that the number of assistance hours granted by the decision must not be exceeded.

You can search for an assistant independently through the Employment and Economic Development Office (= employment office), for example. The services are free of charge, and calls are charged at normal rates. You can submit a job posting to the TE Office electronically: go to the TE Office's homepage <https://tyomarkkinatori.fi/en> > select the "Employers and entrepreneurs" section and the "Submit a job posting to TE Office" subsection on the front page. There you will find more detailed instructions on how to use the online service.

You can also report information about a vacant job by phone to the local TE services or on the open online form. The TE Office will then contact you and agree on the assignment in more detail.

The counselling number for the employer services of the Uusimaa TE Office is +358 295 040 002 (Mon–Fri 9 am – 3 pm).

The City of Helsinki's disability services does not provide assistants. If necessary, the social instructors of the employer model for personal assistance advise employers on how to prepare assistant job postings. Advice on creating a good job posting, arranging a job interview and other matters related to the recruitment of an assistant can also be obtained from the [guide for support for the recruitment](#) of personal assistants of the City of Helsinki's social work for people with disabilities. The guide can be found on the City of Helsinki's website for social work for people with disabilities under the heading "Personal assistance using the employer model".

4. EMPLOYMENT CONTRACT

4.1. Conclusion of the employment contract

The employment relationship between the disabled person and their assistant is based on an employment contract in accordance with the Employment Contracts Act: <https://www.finlex.fi/fi/laki/ajantasa/2001/20010055>. In the employment contract, the employer and the employee enter into an agreement to perform work for the employer

under the management and supervision of the employer for remuneration. A sufficiently clear and comprehensive written employment contract prevents conflicts and problem situations.

The employment contract is prepared in writing in three identical copies using the form on the disability services website. Employment contract forms are sent to the new employer customer along with the employer's guide. If necessary, the employer can request forms from the office secretary of their own unit for social work for people with disabilities or the social instructors for personal assistance.

One copy of the employment contract is given to the employee, and one remains with the employer. The employer sends a third copy of the contract to the Financial Management Service's payroll unit. The employment contract cannot be concluded in the Oima system.

A payroll copy of the employment contract should be sent by mail to Talpa, Henkilökohtainen apu, PL 231, 00099 Helsinki, or by email to talpa.suoratyo@hel.fi (scanned or a sufficiently clear photo of the employment contract). We recommend using a secure connection when sending documents containing personal data by email. A secure email connection can be accessed at: <https://securemail.hel.fi>. Strong identification is required to use email.

According to the Employment Contracts Act, at least the following must be recorded in the employment contract:

- the parties to the employment contract
- the date of commencement of the work
- any applicable collective agreement
- the duration of a fixed-term contract and the justification for specifying a fixed term
- trial period
- the employee's principal duties, and the places where the work is to be performed
- regular working hours
- the amount of pay, grounds for the determination of pay and any working time compensations
- determination of annual holiday
- the period of notice or the grounds for determining it

In addition, it must be indicated in the employment contract that, at the end of the employment relationship, the wages are paid on the next pay run day after the notice of termination has been received by the payroll secretary in accordance with the City of

Helsinki's payroll system. This information is indicated in the employment contract form of disability services.

4.2. Parties to the employment contract

The parties to the employment contract are the employee (personal assistant) and the employer (disabled person or substitute employer). If the person using personal assistance is a minor, the date of issue of the employee's criminal record extract is also recorded in the employment contract.

In the case of foreign assistants, the employer (= disabled person or their substitute employer) must ensure that the employed person has a residence permit entitling them to work in Finland, or that they do not need a residence permit. It is the employer's responsibility to ensure that the person employed has a valid work permit. If there is any ambiguity regarding the permit, contact the Finnish Immigration Service's guidance for employers (tel. +358 2 9579 0601 or email tyonantajapalvelut@migri.fi). For the payment of wages, the employee's employment contract must include a Finnish personal identity code and a Finnish bank account.

If the employer wishes to recruit an asylum seeker as an assistant, the assistant's wages are paid using the Enface bank account. For the payment of wages, the asylum seeker must present the employment contract to the reception centre. After a positive decision, the asylum seeker will receive the necessary information for the payment of wages. The pay secretary submits Oima's account number and customer number to the reception centre, and the payment of wages can then be started after the Finnish Immigration Service has confirmed that the account number has been saved.

If the assistant is under 18 years of age, the restrictions set out in the Young Workers' Act must be taken into account, and the Young Workers' Act must be consulted before entering into an employment contract:

<https://www.finlex.fi/en/laki/kaannokset/1993/en19930998>.

4.3. Duration of the employment contract and trial period

The assistant's first working day is the date of commencement of the employment relationship. The employment contract concluded is valid until further notice unless there are justified grounds for concluding a fixed-term employment contract. Such grounds may include the nature of the job, such as acting as a substitute, assistance intended for an individual event or another circumstance that requires fixed-term work. The reason for concluding a fixed-term employment contract may also be the employee's own request.

The employment contract cannot be concluded for a fixed term solely based on the decision on personal assistance being fixed-term. If no further decision has been made

on the temporary personal assistance decision, the assistant must be dismissed on production and economic grounds if necessary.

At the beginning of the employment relationship, the employer and the employee may agree on a trial period of a maximum of six months. In a fixed-term employment relationship, the trial period may not be more than half the duration of the employment contract, yet not more than six months. The members of the Heta union adhere to the collective agreement between the Heta union and JHL when agreeing on a trial period.

It is advisable to record the trial period in the personal assistant's employment contract. During the trial period, the employment contract can be terminated by both parties with immediate effect without a notice period. However, the employment contract may not be terminated on discriminating or inappropriate grounds. The employee must always be heard before the employment contract is terminated during the trial period.

4.4. Definition of work tasks and places where the work is performed

The employment contract should define the employee's main work tasks at the beginning of the employment relationship. A brief description is needed of the types of tasks that the work involves (e.g. assisting with dressing and washing, cleaning, reading mail, assisting with outdoor activities), and where the work is to be carried out (at the employer's home, city, indoor swimming pool). The employer and the employee may mutually agree in more detail on the work covered by personal assistance and temporarily also on tasks that are not included in the employment contract if necessary. In most cases, the description of work tasks should include the statement "and other tasks determined by the employer".

If the employer does not wish to give information about the assistant's work tasks to the payroll unit, it is also possible to describe the work tasks in a separate attachment to the employment contract. The attachment does not need to be submitted to the payroll unit.

However, the work tasks must comply with the service plan and personal assistance decision made with the disabled person in disability services. The hours of assistance allocated for hobbies, leisure time, social participation and maintaining social interaction, for example, must be used exactly for these purposes.

Under certain conditions, the assistant may contribute to maintaining the employer's health and treating a long-term illness according to specific instructions and as guided by the employer. In Helsinki, support and guidance for self-care measures can be received from the employer's own health station in accordance with booking practices. In some situations, the employer should contact their own specialised health care unit, if any.

4.5. Definition of working time

The working time must be specified in the employment contract. In this context, it is important to choose whether the assistant's work is intended to be regular or repeated and variable if necessary. The number of hours recorded as regular in the employment contract (e.g. 30 hours/week) is binding, and the assistant is always entitled to work for the number of hours agreed in the employment contract. If the number of hours of work required varies from week to week or from month to month, it is important to agree on the minimum and maximum amount of work (e.g. 20–30 hours per week). In this case, the minimum amount is binding.

The total number of hours worked by employees may not be more than that set out in the service plan and personal assistance decision made for the employer in disability services. Working hours must also comply with the service plan made for the person with a disability and the valid personal assistance decision. Members of the Heta union adhere to the collective agreement between the Heta union and JHL when planning working times.

The city will not pay compensation for hours exceeding the number set out in the personal assistance decision, but they will be paid by the personal assistance user themselves. In this situation, the employer must also take care of the payment of taxes and other non-wage labour costs. Payment can be made through the palkka.fi website, for example.

When agreeing on variable working hours, the employer must provide the assistant with a written account of the working hours to be observed. The account must indicate in what situations and to what extent the need for workforce arises with the employer. There is no need to provide a written account if variable working time is agreed on the employee's initiative. In addition, there is no need to provide an account if the question is of a fixed-term employment relationship lasting no more than one month. The account can be provided as an appendix to the employment contract. The account is made between the employer and the employee and does not need to be submitted to the payroll unit.

The employer must review the variable working hours agreed in the employment contract at least once a year. If the number of working hours during the review period indicates that the need for workforce exceeds the agreed minimum working time, the employer must offer the assistant an updated employment contract within one month of the review. If the variable working hours have been agreed at the assistant's own request, the aforementioned review obligation does not exist.

4.6. Amount of wages

Personal assistants are paid by the hour. As of 1 July 2024, the wages of a personal assistant are EUR 12.67/hour. The hourly wages are in accordance with the A pay group

of the collective agreement of personal assistants between the Heta union and JHL in force at the time, even if the employer was not a member of the Heta union.

In the case of employers belonging to the Heta union, the amount of wages is determined based on the collective agreement concluded between the Heta union and JHL. An employer belonging to the Heta union must have a positive decision from the social worker on the right to hire assistants using pay groups other than the A pay group if the assistants' work-included tasks belong to higher pay groups. The employer must submit an application for belonging to a pay group higher than the A pay group of assistants using either the pay group notification form available on the website of the Heta union or otherwise in writing. The pay group application is submitted to the employer's own unit for social work for people with disabilities under the name of the social worker.

After receiving a positive pay group decision, the employer must report the assistant's new pay group to the financial management service's payroll unit using the employee-specific Heta union pay group notification form. The employer can report the pay group of new employees to the payroll unit on the employment contract form.

A personal assistant's employment contract concluded before 1 February 2016 may also have been based on a monthly salary. For such employment contracts, the monthly salary continues to be paid.

4.7. Determination of the notice period

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

The notice periods to be observed by the employer are the following if the employment relationship has continued uninterruptedly:

- 1) 14 days, if the employment relationship has continued for up to one year;
- 2) one month, if the employment relationship has continued for more than one year but no more than four years;
- 3) two months, if the employment relationship has continued for more than four years but no more than eight years;
- 4) four months, if the employment relationship has continued for more than eight years but no more than 12 years;
- 5) six months, if the employment relationship has continued for more than 12 years.

The notice periods to be observed by the employee are the following if the employment relationship has continued uninterruptedly:

- 1) 14 days, if the employment relationship has continued for no more than five years;
- 2) one month, if the employment relationship has continued for more than five years.

The collective agreement between Heta ry and JHL has its own provisions on notice periods.

4.8. Professional secrecy and data protection

The employee undertakes to observe full confidentiality in personal matters concerning the user of personal assistance and their family. This commitment is included in the employment contract form for personal assistants prepared by the City of Helsinki.

4.9. Criminal record extract

If the user of personal assistance is a minor, and the employment relationship lasts for more than three months during one year, the employee must submit a valid criminal record extract to the employer. As of 1 January 2025, the employer has the right to check the criminal record of a person hired as an assistant in all cases under the Act on Supervision of Health Care and Social Welfare Services.

The employee can order a criminal record extract from the Legal Register Centre electronically or in writing by email from: rikosrekisteri@om.fi; or by mail from Oikeusrekisterikeskus, PL 157, 13101 Hämeenlinna. Telephone service of the Legal Register Centre, tel. +358 29 56 65650. The criminal record extract is subject to a fee and paid by the employee. Instructions for applying and a link to the electronic form can be found on the website of the Legal Register Centre: https://oikeusrekisterikeskus.fi/fi/index/ajankohtaista/2020/rikostaustaotteentilaamine_nnetista.html.

5. TAKING OUT INSURANCE AND DAMAGE SITUATIONS

5.1. Mandatory insurance

Mandatory insurance includes earnings-related pension insurance, health insurance, unemployment insurance and accident insurance. The city takes out all these insurance policies using the Oima.fi service. In addition, the city takes out group life insurance for the assistant on behalf of the employers. Earnings-related pension insurance is taken out with Ilmarinen Mutual Pension Insurance Company, and accident insurance with Pohjola Insurance.

The substitute payer service of the employer model is provided by the city, and the city therefore has the right to decide with which insurance company the employer's mandatory insurance policies are taken out. When using the employer model, the employer therefore cannot choose other insurance companies.

A notice of payment of the personal assistant's wages is sent from the Oima.fi service to the Incomes Register on behalf of the employer. The employer can see the related health insurance contribution obligation through the MyTax service. The Finnish Tax

Administration must send information about health insurance premiums to the employer. The personal assistance employer does not have to do anything about this. The Oima.fi service pays the health insurance contributions for personal assistance on behalf of the employer on the 12th day of the month following each payment of wages. The employer of the personal assistant will not be left with any related payment obligations, and the employer does not have to take any other related measures.

5.2. Liability in the event of damage

According to the Tort Liability Act, a disabled person is considered liable in damages for injury or damage caused by an employee through an error or negligence at work (master's liability). The employer, however, may seek compensation from the employee for the damage if it is due to something other than slight negligence.

An employee who intentionally or negligently neglects the fulfilment of obligations arising from the Employment Contracts Act or the employment contract shall compensate the employer for the damage they have caused in accordance with the Tort Liability Act. Correspondingly, the employer must compensate for the damage they have caused to their employee.

6. OCCUPATIONAL HEALTH CARE

The employer must arrange statutory occupational health care for the personal assistant. Statutory occupational health care only covers preventive health care services. In the event of an acute illness or accident, the assistant must seek a doctor's appointment or urgent care in municipal health care or at private medical clinics at their own expense.

The purpose of occupational health care is to promote the prevention of work-related diseases and accidents and the health of employees, as well as the health and safety of the working environment. Reimbursed personal assistance occupational health care services include a workplace survey, as well as individually necessary employee health examinations and advice related to the prevention of occupational accidents. Pre-employment examinations and periodic health examinations are based on exposure at work. Terveystalo makes an assessment of the need for a health examination when drawing up an occupational health care action plan. Attending the health examinations prescribed in occupational health care is considered working time for the employee. More detailed information can be obtained from Terveystalo, which organises statutory occupational health care for personal assistants in Helsinki.

Terveystalo enters into an agreement with the employer on the organisation of occupational health services for the personal assistant. For entering into an agreement and making an appointment, the employer can

- email sopimusneuvonta@terveystalo.com or
- call +358 900 30 000.

The personal assistant can also book an appointment by contacting their occupational health nurse when a specific nurse has been assigned.

The employer must select one of the following locations:

Tripla: Pasilan asema-aukio 1 C, 00520 Helsinki

Redi: Hermannin Rantatie 5, 00580 Helsinki

Keskuskatu: Keskuskatu 7, 00100 Helsinki

The occupational health service agreement is concluded between the employer and Terveystalo. The employer must therefore terminate the agreement if there is no longer a need for it when the employer's situation changes.

If the employer wishes the occupational health care service to invoice the costs directly from the City of Helsinki, they can contact the social instructors for personal assistance before concluding the occupational health care agreement. In this case, a *power of attorney procedure* is used, in which the employer authorises the City of Helsinki to pay occupational health care costs with Kela. A pre-completed Kela power of attorney is sent to the employer by post, which must be completed and returned to the unit of social work for people for disabilities. Occupational health care invoices are then directed to the City of Helsinki.

Without the power of attorney procedure, Terveystalo invoices the employer for occupational health care services. Costs are compensated to the employer retrospectively by Kela and disability work each calendar year. As a rule, Kela pays 50–60% of the costs, and the City of Helsinki pays the rest. At the beginning of the year, the occupational health care provider sends the employer a pre-completed application for reimbursement of the previous year's occupational health care costs. The employer completes the application and submits it and its appendices to Kela. After receiving a reimbursement from Kela, the employer must apply for the rest of the reimbursement from disability services. The employer sends Terveystalo's invoice, proof of payment and Kela's reimbursement decision to its own unit for social work for people with disabilities.

7. OCCUPATIONAL SAFETY

According to the Occupational Safety and Health Act, the employer is responsible for the safety and health of employees at work. The employer must take issues related to the work, working conditions and other factors connected with the working environment and the employee's personal capabilities into account. The employer must reduce the hazards associated with the work and ensure that suitable assistive devices are

available. Occupational hazards can also include psychological burden such as inappropriate treatment or the threat of violence.

The employer must familiarise the assistant with the conditions of the workplace and the correct working methods. The employer instructs the assistant to pay attention to hazard identification and procedures for preventing hazardous situations. The assistant must notify the employer if they detect a hazard or risk factor in their work. The employer must provide the assistant with information about ergonomically correct working methods, movements and postures. If the person receiving personal assistance suffers from an infectious disease, or the assistance involves exposure to secretions, the employer must instruct the assistant in protection against infection and make sure that the necessary equipment such as protective gloves is used.

The employer has the opportunity to apply for the reimbursement of necessary and reasonable protective equipment costs purchased to ensure occupational safety with a separate application from their social worker.

For more information about occupational health and safety, please visit the online service of the Occupational Safety and Health Administration in Finland's online service <https://tyosuojelu.fi/en/>. The employer can get help in assessing the health risks at the workplace from the occupational health service.

8. PAYMENT OF WAGES

8.1. Receipts required for payment of wages

To pay the assistant's wages, the employer must submit the employment contract concluded with the assistant to the payroll unit. The employee must have a valid tax card for the wages so that the payment can be started. However, the tax card does not need to be delivered to the payroll unit, as the information is obtained directly from the Finnish Tax Administration. If the employee does not have a tax card for wages, the wages are paid without a tax card, in which case 60% is withheld. If the employee wishes to have any trade union membership fee collected from their wages, a power of attorney must also be submitted for this to the payroll unit.

The employer reports the completed assistance hours to the financial management service's payroll unit either electronically via the Oima service or on paper hour notification forms. The employer is responsible for ensuring that the reported hours of work have been completed and correctly marked, and that they comply with legislation and any collective agreement. If the hours of work are reported to the payroll unit late, and the wages therefore cannot be paid on time, the employer is responsible for any reimbursement to the employee due to the delay in the payment of wages.

Electronic confirmation of pay periods in the Oima service corresponds to signing paper forms. Electronic pay periods and paper hour notification forms must contain at least the employer's confirmation/signature. It is recommended that the forms or electronic pay periods have both the employee's and the employer's confirmation/signature, as the signatures serve the reliability requirement and are a verification and approval procedure for settling disputes, for example. The electronically notified assistance hours in the Oima service must be allocated to the personal assistance decision intended for the performance of the assistance work in question.

On paper forms, the employer must record the hours worked by pay period and by employee. The personal assistance decision for which the hours of work completed are allocated must be recorded in the hour notification form (decision number). The paper hour notification form can be printed from the disability work website. Hour notification forms can also be requested from the office secretary of the unit for social work for people with disabilities or from the social instructors of the employer model. The forms are sent to the payroll unit either by mail or secure email.

If the employer has accepted an hour notification that is in conflict with the personal assistance decision or is otherwise incorrect, and the wages have already been paid to the assistant, it is possible to recover the overpaid pay costs from the employer.

The wages are paid as hourly wages retrospectively. Employees with hourly wages are paid twice a month. By way of derogation from the above, wages may be paid once a month in an employment relationship covered by the collective agreement between the Heta union and JHL.

The payday depends on at which point during the month the hour report arrives in the payroll unit, or when hours are marked and confirmed in the Oima service. The hours of work must be confirmed in the Oima service by the employer in accordance with the following deadlines:

- Hours between the 1st and 15th of the month must be confirmed by the 18th of that month at the latest.
- Hours from the 16th to the 31st of the month must be confirmed by the 3rd of the following month at the latest.

The payroll schedule for employers using paper hour notifications is available on the disability work website.

In addition to the above-mentioned receipts, employers belonging to the Heta union must submit to the payroll unit the notice of membership of the Heta union form found on the website of the Heta union after joining the union and, as an attachment to it, copies of the membership fee invoice and the receipt of payment of the invoice. Copies of the membership fee receipts must then be submitted to the payroll unit annually. The assistant's wages are then calculated in accordance with the collective agreement

concluded between the Heta union and JHL. The Heta union membership fee is not an expense that could be reimbursed to the customer under the Disability Services Act.

A personal assistant's employment contract concluded before 1 February 2016 may also have been based on a monthly salary. For employment relationships based on such employment contracts, the monthly salary continues to be paid. If the terms and conditions of an employment relationship previously with a monthly salary change, a new employment contract based on hourly wages must always be concluded. Paper-based hour reports (working time records) of a monthly paid assistant must be submitted to the payroll unit retrospectively on a monthly basis in accordance with the payroll schedule. The schedule is available on the disability work website. Working time records reported electronically through the substitute payer service must be recorded and validated in the system by the 3rd day of the following month. If the hour notification of a monthly paid assistant is not submitted to the payroll unit in time, the payment of salary must be suspended while the matter is clarified.

8.2. Working time compensations

Working time compensations can only be paid for Sunday, Saturday, evening and night work if they have been granted in the personal assistance decision.

Sunday work compensation in accordance with the Working Hours Act is paid for work done on a Sunday or on an ecclesiastical holiday, as well as on Independence Day and May Day. Sunday work compensation is 100% of unincreased hourly wages.

Ecclesiastical holidays are Christmas Day, Boxing Day, New Year's Day, the Epiphany, Good Friday, Easter Day, Easter Monday, Ascension Day, Pentecost, Midsummer's Day and All Saints' Day.

The other working time compensations paid to the personal assistant by the social services, health care and rescue services are:

- the evening work allowance, 15% of the unincreased hourly wages, paid for work done between 6 pm and 11 pm.
- the Saturday work allowance, 20% of the unincreased hourly wages, paid on weekdays, Midsummer's Eve and for work done on Christmas Eve other than Sunday.
- the night work allowance, 30% of unincreased hourly wages for work done between 11 pm and 6 am. As a rule, personal assistance is not granted during the night. For particularly weighty reasons, the social worker for people with disabilities may make a decision on the night work compensation of a personal assistant if the need for regular assistance cannot be reasonably secured by other means. In this case, the maximum number of approved night working hours must be indicated in the decision.

The employer must regularly notify the occupational health and safety authority of the night work they have commissioned if the authority requests this. Contact details of the occupational health and safety authority:

Occupational health and safety responsibilities of the Regional State Administrative Agency for Southern Finland

Postal address: PL 7, 13035 AVI

Switchboard: +358 295 016 000

Email address: tyosuojelu.etela@avi.fi

The working time compensations of the employers' assistants belonging to the Heta union are determined in accordance with the collective agreement between the Heta union and JHL, provided that the working time compensations in question have been granted in the personal assistance decision.

8.3. Applying for an experience bonus

The assistant is entitled to an experience bonus when they have five years of work experience. Work carried out as a personal assistant or in a work comparable to that of an assistant during which the employee has worked a total of at least 35 hours or 14 working days is considered work qualifying them for an experience bonus. One month's work can only accrue the experience bonus by one month. The experience bonus is 3% of the basic wages.

In the Oima service, the months of experience are automatically accumulated from those personal assistant employment relationships for which wages have been paid in Helsinki through the Oima service. In this case, the assistant will be paid an experience bonus when the criteria are met without a separate application.

The employer must apply for an experience bonus for the assistant's wages if the assistant has previously worked as a personal assistant or has other work experience comparable to that of an assistant. The employer must send a free-form experience bonus application, as well as the necessary copies of the assistant's certificates of employment to the payroll unit. The copies of the certificates of employment must indicate the content of the work performed and the working time (on a weekly or monthly basis) so that the date of commencement of the experience bonus can be calculated. The application must include the employee's name, date of birth, place and date, as well as the employer's signature and name in block letters.

When the employer has made an experience bonus application for their assistant for the first time, they do not need to submit new applications in the future, as the payroll programme monitors the accumulation of experience months. If a decision regarding the experience bonus is to be appealed, a new experience bonus application must be submitted to the payroll unit. The payroll unit transfers the matter to further processing by the social work for people with disabilities.

The experience bonus can also be granted for family members working as personal assistants. Work done under the age of 18 is not taken into account when calculating the aforementioned period of entitlement to an experience bonus.

The collective agreement between the Heta union and JHL is followed in the payment of experience bonuses for employers' assistants belonging to the Heta union. Even in this case, if necessary, the employer must submit an experience bonus application and send copies of the employee's certificates of employment with working times to the payroll unit along with the application.

9. SCHEDULING WORKING HOURS

The assistant's work shifts must be planned and entered in the work shift list in advance. The shift list must be made for a period of at least one week and communicated to the assistant at least one week before the start of each shift planning period. The employer determines when and where assistance is needed. If possible, the employer should take the employee's wishes into account when planning the shift. The work shift list given to the employee may only be changed with the consent of both the parties or for a weighty reason related to the organisation of work.

The shift list is important in the case of sick leave or accidents at work, for example. The disability work website has a form template that can be used to help with shift planning. Shifts must be prepared in accordance with the Working Hours Act, which contains detailed provisions for different situations:

<http://www.finlex.fi/fi/laki/ajantasa/1996/19960605> .

According to the Working Hours Act, the regular working hours of one assistant may not exceed 8 hours per day and 40 hours per week. There must be at least eleven hours of daily rest between shifts and at least one day off per week, or weekly rest, which means at least 35 hours of uninterrupted leisure time. This rest period must be scheduled for Sunday if possible.

The employer and the employee may agree to extend the daily regular working hours by a maximum of two hours. In this case, regular working hours should be aligned to an average of 40 hours per week over a period of up to four months. Weekly working hours must not exceed 48 hours.

If the shift is longer than six hours, the employee must be given a rest period of at least half an hour or the opportunity to have a meal during working hours. If it is possible to leave the workplace without hindrance during the rest period, this is not counted as working time.

The employment relationships of the employers' assistants belonging to the Heta union are covered by the collective agreement between the Heta union and JHL. Compared to

the provisions of the Working Hours Act, the collective agreement provides more opportunities for the flexible planning of working hours. This is particularly important in travel situations.

Overtime refers to work that exceeds the maximum number of regular working hours in accordance with the Working Hours Act. Overtime must always be subject to the employee's consent. As a rule, the City of Helsinki does not pay overtime compensation to assistants. Shifts that cause overtime cannot be planned in advance. If the assistant's working hours are extended due to an exceptional situation, this should primarily be taken into account in their shifts as soon as possible as a corresponding reduction in working hours.

Not all work exceeding the planned working hours is overtime. Additional work is work done at the employer's initiative and in addition to the agreed working hours, which does not exceed the regular working hours prescribed by law (40 hours per week). Additional work is compensated according to wages for regular working hours.

Overtime is only compensated to the assistant if working overtime has been absolutely necessary for ensuring the smooth everyday life of the assistance user, and it is impossible to provide the assistant with compensatory leisure time during their regular working hours. In such a situation, the employer must apply for overtime compensation from the social worker and present the shift list and other necessary accounts. The payment of overtime compensation requires that the social worker has made a positive decision.

The employer can only commission one assistant at a time. If the employer has a justified need to commission two assistants at the same time, a decision must be applied for from the employer's own social worker with a separate application.

10. ASSISTANCE IN TRAVEL SITUATIONS

10.1. Using assistance hours when travelling

For assistance outside the usual environment of the assistance user, which usually requires an overnight stay (e.g. work or holiday travel, courses or competitive sports travel), additional hours of personal assistance may be granted in some situations based on the customer's individual need. When assessing the number of additional hours, for example, the inaccessibility of the environment and the lack of necessary personal aids or municipal home care services at the site are taken into account.

For such an additional need for personal assistance, the employer should contact their social worker and make a timely application for the necessary additional hours, working time compensations and any additional costs incurred from the assistant.

A person with a disability does not have a subjective right to personal assistance outside the borders of Finland. However, previously granted hours can also be used abroad for short periods on ordinary holiday trips, for example, taking individual needs and circumstances into account.

If additional assistance hours or reimbursements for other expenses incurred from the assistant are requested for the travel, they will be granted using reasonableness assessment for both domestic and international travel. In this case, it is considered that the maximum reasonable duration of overseas travel may not exceed 14 days in total per calendar year. A cruise with no visits ashore is not considered overseas travel. The aforementioned limitation on the duration of travel does not apply to work-related travel deemed necessary or to competition travel within the framework of organised disability sports.

10.2. Reimbursement of additional costs incurred from the assistant

The assistant has free access to trains, indoor swimming pools, exhibitions and theatres with the employer. Some means of transport, performances and most overnight accommodation also require payment for the assistant. If an assistant is necessary, the reasonable additional costs arising from the assistant's work may be reimbursed. The costs incurred by the employer, without which assistance would have been impossible, can be considered necessary. The employer should apply for the reimbursement of additional costs arising from the use of an assistant in advance from their social worker. The application must be accompanied by proof of payment of the costs.

Daily allowances are not paid to the assistant in the employer model. Compensation for the assistant's meals is only paid in special cases if the work is done outside the usual living environment of the assistance user, and the employee does not have the opportunity to obtain food or food supplies from the shop and prepare meals. The compensation is no more than the maximum amount of the meal allowance confirmed annually by the Finnish Tax Administration.

Other reimbursable assistance costs must always be based on the decision of the social worker. Any compensation will be paid retroactively against receipts.

In connection with the payment of wages, the assistants of employers belonging to the Heta union are paid meal remunerations in accordance with the collective agreement based on a paper notification form sent by the employer or the travel time recorded in the Oima service.

10.3. Travel insurance

In travel situations, the employer should prepare in advance for possible changes to the trip, delays, cancellations and baggage damage that may occur during travel. It is important for the employer to make sure that the accompanying personal assistant also

has valid travel insurance with travel cancellation protection in addition to the employer themselves.

If the employee does not have travel insurance with cancellation protection in force, the employer may apply for the reimbursement of the assistant's travel insurance costs based on the Disability Services Act. The application is made to the employer's own social worker.

11. ASSISTANT'S HOLIDAYS AND ABSENCES

11.1. Determination of holiday

According to the Annual Holidays Act, an employee is entitled to two weekdays of holiday for each full holiday credit month. However, the entitlement is two weekdays of holiday for each full holiday credit month if, by the end of the holiday credit year (1 April – 31 March, the duration of the employment relationship has been uninterrupted. The full holiday credit month requires that the employee has 14 working days or 35 hours of work per calendar month. The annual holiday of employers' assistants belonging to the Heta union is determined in accordance with the collective agreement between Heta and JHL.

The employee has the right to receive at least their regular or average wages for the period of their annual holiday. The earned amount of annual holiday is shown on the employee's pay slip and in the Oima service. Where necessary, the payroll unit provides up-to-date information about the holiday entitlement accrued for the assistant.

An assistant who does not accrue annual holiday has the right to leave in accordance with the Annual Holidays Act. Two weekdays of leave is accrued for each calendar month during which the assistant has been employed. The employee must notify the employer of their wish to use the leave before the beginning of the holiday season (2 May). During the leave, the assistant is paid a holiday compensation instead of annual holiday pay. The amount of the holiday compensation depends on the length of the working period: the compensation is either 9% or 11.5% of the wages paid or due during the holiday credit year. The holiday compensation is paid in connection with the first leave. If the right to leave days is not used, the holiday compensation is paid at the end of the holiday season on 30 September.

The aforementioned right to leave under the Annual Holidays Act also applies to the family members of a disabled person acting as a personal assistant. A family member acting as an assistant is also entitled to holiday compensation.

However, the prerequisite for this is that the employer does not have other long-term non-family employees in addition to the family member. If the employer also has long-term non-family assistants, the family member will also accrue annual leave.

Taking annual leave and the right to leave days must be reported to the payroll unit either in the Oima service or the personal assistant's employment contract suspension/absence notification form. The employer may hire a substitute for the assistant for the duration of the holiday or days off.

In this context, at least the following are considered family members

- employer's spouse
- children and grandchildren of the employer or their spouse
- parents and grandparents of the employer or their spouse
- adopted children and adoptive parents of the employer or their spouse
- the spouse of one of the above

In all the aforementioned cases, a cohabitant is treated as a spouse.

In principle, the assistant's holidays are not reimbursed in cash. It is important that the employer plans annual holidays well in advance with the assistant. The employer and the employee may agree on the time of the annual holiday within the limits of law. If the matter cannot be jointly agreed, the employer determines the time of the holiday period. One week equals six days of annual holiday, i.e. Saturdays are counted as weekdays. A total of 24 weekdays of the annual holiday must be placed in the summer holiday season. The holiday must include a continuous period of at least 12 weekdays, and if fewer days off have accrued, the holiday will be shorter. The summer holiday period is from 2 May to 30 September. The winter holiday period is from 1 October to 30 April. By mutual agreement, the holiday can be flexibly placed inside the holiday season in question.

Link to the Annual Holidays Act:

<http://www.finlex.fi/fi/laki/ajantasa/2005/20050162?search%5Btype%5D=pika&search%5Bpika%5D=vuosilomalaki>.

11.2. Hiring substitutes

A person with a disability has the right to hire a substitute for the assistant's annual holiday, leave in accordance with the Annual Holidays Act or sick leave. The employer takes care of the personal assistant's substitute arrangements. Holidays and leave taken or the assistant's illness must be reported to the payroll unit as soon as their time is known. The substitute's wages cannot be paid if up-to-date information about the permanent assistant's annual holiday and sick leave has not been submitted to the payroll unit. The employer concludes a fixed-term employment contract with the assistant's substitute, in which working as a substitute is indicated as the ground for fixed-term employment.

11.3. Sick leave

During the assistants' sick leave, the City of Helsinki pays sick pay according to the planned working shifts for 1 + 9 days, i.e. for the excess period of Kela's sickness allowance. This 1 + 9 days period means the first day of absence and the following nine weekdays (Monday–Saturday, excluding public holidays or Sundays). If the assistant's employment has continued for less than a month, 50% of the employee's wages otherwise received will be reimbursed as sick pay. However, the employee is not entitled to sick pay if they have caused their incapacity for work intentionally or through gross negligence.

After the date of falling ill and the following 9 weekdays, the assistant is entitled to a daily allowance in accordance with the Health Insurance Act, applied for by the employer or the assistant themselves. However, in the case of the same illness, due to which the employee has already received a daily allowance within 30 days, the daily allowance is paid from the day following the outbreak of the illness, in which case wages are only paid for the day of outbreak.

The assistant must always present to the employer a sick leave certificate for incapacity for work lasting more than three days, which the employer submits to the payroll unit. In the case of sick leave exceeding nine days, the original sick leave certificate must be sent to Kela as an attachment to the sickness allowance application. In this case, the employer or the employee submits a sickness allowance application to Kela. However, if they wish, the employer is entitled to receive a certificate of their assistant's incapacity for work from the first day of their absence, written by a doctor or a public health nurse.

The assistant's sick leave must be reported to the payroll unit either in the Oima service or on the personal assistant's employment contract suspension form/absence notification form. If necessary, you can get instructions on how to record sick leave from social instructors for personal assistance or the payroll unit.

The Occupational Health Care Act requires the employer to notify the occupational health care service at the latest when the employee's sick leave has continued for one month so that the employee's ability to work can be determined.

11.4. Accident at work

If the assistant has an accident at work or on a business trip, the employer must submit an accident report to the insurance company within 10 weekdays of the accident. If the accident has occurred outside working hours or a business trip, it is not considered an accident at work, and the payment of the assistant's wages will follow the normal sick leave policy. Instructions in the event of an accident at work can be found on OP-Pohjola's website: <https://vahinkoapu.pohjola.fi/corporate/health-instructions-for-employer/your-employee-was-in-an-occupational-accident>. Pohjola's customer service is available for more specific questions.

For the period of absence due to an accident at work, wages are only paid for the day of the accident. The remaining part of the absence due to an accident at work is unpaid because the employer's accident insurance company pays the employee compensation for the period of absence due to the accident at work.

An accident report to the insurance company is made using an accident report form, which the employer can request from social instructors for personal assistance if necessary, or download directly from the Oima service. The form will be sent to:

Pohjola Vakuutus Oy / Lakisääteiset henkilökorvaukset
PL440
00013
OP

or by email to tyotapaturmakorvaukset@op.fi.

When sending an email, it is important to take data security into account and use a secure email connection. We recommend using secure email at:
<https://securemail.op.fi/>.

In the event of an accident at work, the employer must also report the accident to the payroll unit. The report can be made either electronically in the Oima system or in writing using the personal assistant's employment contract suspension/absence notification form. The accident at work and the assistant's entire known period of absence caused by the accident are recorded in the "possible additional accounts" section of the form.

11.5. Family leaves

The employee has the right to receive leave from work for the parents' daily allowance period. In addition, the employee has the right to receive child care leave to look after their child or another child permanently living in their household until the child is three years old. These leaves must be reported to the payroll unit either on the personal assistant's employment contract suspension/absence notification form or electronically in the Oima service. These leaves are unpaid, but the employee must apply for a daily allowance for parents from Kela.

The employee must notify the employer of the parents' daily allowance period and child care leave no later than two months before the start of the leave.

The assistants of employers belonging to the Heta union are entitled to temporary child care leave in accordance with the collective agreement between Heta and JHL.

12. SUSPENSIONS AND TERMINATION OF EMPLOYMENT

12.1. Layoff

As a rule, personal assistance cannot be used during institutional rehabilitation or hospitalisation. There may therefore be situations where a permanent assistant must be

laid off due to hospitalisation or an institutional rehabilitation period. The need for layoffs may also be for other reasons, such as the employer's stay in another location during the holiday period.

Layoff means the suspension of work and the payment of wages, though the employment relationship and employment contract still remain in force. The assistant must be informed of a layoff personally by a written layoff notice at least 14 days before the start of the layoff. The notice must indicate the grounds, time and duration of the layoff. The employee must be heard before giving notice of a layoff. If the layoff cannot be anticipated (e.g. due to the employer's sudden hospitalisation), the employee has the right to receive their basic wages without premium pay based on the shifts entered in the work schedule, yet for a maximum of 14 calendar days.

If the employer does not follow the instructions for layoff, they may have to cover the assistant's pay costs themselves. The layoff must also be reported to the payroll unit as soon as its date is known. The notification to the payroll unit is made with the aid of the Oima system or on the "personal assistant's employment contract suspension/absence notification" for available on the disability work website. The notification must include the date on which the notice of layoff was given, as well as the reason, date of commencement and duration, or the estimated duration of the layoff.

Employers belonging to the Heta union follow the layoff procedures set out in the collective agreement between Heta and JHL.

12.2. Termination of employment

The employer may only *dismiss* the employee for a relevant and weighty reason. A period of notice must be observed in the termination of employment, during which the employment relationship is still in force. The reason for dismissal cannot be the employee's illness unless it causes a substantial and permanent decrease in the ability to work as an assistant. In addition, the employee's pregnancy or political and religious opinions, for example, are not relevant grounds for dismissal.

A legal ground for dismissal arises if the employee violates laws or their obligations arising from the employment contract in the course of their work, and the employer can prove this. The reason for dismissal may be a single reprehensible procedure, though it often accumulates gradually, in which case numerous omissions and inappropriate practices together form relevant and weighty grounds for dismissal.

However, an employee who has neglected or violated their obligations at work may not be dismissed until they have been given a verifiable warning and the opportunity to rectify their actions. The employee must be heard before issuing a warning and dismissal. The notice of termination must be given to the assistant in writing.

If the employment relationship does not end with the employee's resignation, and the employer does not dismiss the employee, but the employer and employee jointly agree

on the termination of the employment relationship, they may agree on a notice period together. In this case, the employment relationship can thus also be terminated without a notice period.

The termination of the employment relationship must be reported to the payroll unit using the "notification of termination of the personal assistant's employment" form. The notification of termination of the employment relationship cannot be recorded directly in the Oima system.

The employment contract can be *terminated* without a notice period for a very weighty reason. Such a reason may be a serious breach or neglect of the employee's or the employer's obligations arising from the employment contract or law that materially affect the employment relationship. The termination must be carried out within 14 days of the appearance of the grounds, after which the right of termination will expire. The employer must hear the employee before terminating the employment relationship even in the termination procedure.

If the employee has been absent from work for at least seven days and has not informed the employer of a valid reason for their absence during that time, the employer may consider the employment contract terminated from the beginning of the absence without hearing the employee.

If the employer dies, the shareholder of the estate or the personal assistant may terminate the employment contract to end after 14 days, even if the notice period or the employment contract period was longer. In this case, the city will pay the basic wages of the assistant without premium pay for a maximum of 14 days from the death of the employer in accordance with the hours entered in the shift list, as set out in Chapter 2(12) of the Employment Contracts Act.

12.3. Certificate of employment

At the end of the employment relationship, the employer must provide the employee with a signed certificate of employment if the employee requires it. The obligation to issue a certificate of employment is valid for 10 years from the end of the employment relationship. The certificate of employment must indicate the duration of the employment relationship and the type of work tasks. At the request of the employee, the certificate must also state the reason for the termination of the employment relationship, as well as provide an assessment of the work skills and behaviour that the employee has demonstrated.

If the employment relationship ends upon the death of the employer, the shareholders of the estate must, as the employer's representative, provide the employee with a certificate of employment if the employee requires it. If this is impossible, the pay secretary may write a certificate of employment upon request.

13. WHERE TO LEARN MORE

If you have questions or problems that are not discussed in this guide, you can search for answers and get help from multiple sources.

- For questions regarding the decision on personal assistance, you can contact the employee for social work for people with disabilities who made the decision.
- In matters related to working as an employer, advice is provided by the social instructors for personal assistance in social work for the disabled, tel. +358 9 310 45939, 9 310 22279 and 9 310 39373, Vammaisten sosiaalityö/ eteläinen toimipiste / henkilökohtaisen avun sosiaaliohjaus, PL 6009, 00099 Helsingin kaupunki, email sotepe.suoratyo@hel.fi
- In matters related to the payment of wages and holiday entitlements, advice is provided by the pay secretary. The telephone number of the financial management service's payroll unit is +358 9 310 25239, Talpa/ henkilökohtainen apu, PL 231, 00099 Helsingin kaupunki, sähköposti, email talpa.suoratyo@hel.fi
- For questions regarding the application of the collective agreement between the Heta union and JHL, please contact the advisory services of the Heta union in the first instance: <https://heta-liitto.fi/yhteystiedot/>
- HetaHelp is a free advisory service operating with the support of the Funding Centre for Social Welfare and Health Organisations (STEA) It is open to anyone in need of legal advice regarding acting as the employer of a personal assistant. The service is provided by legally trained advisors from Heta ry. The caller does not need to be a member of the Heta union. The HetaHelp hotline number is +358 2 4809 2401 (without appointment on Mondays from 1 pm to 2 pm, Wednesdays and Thursdays from 9 am to 10 am). Before contacting the service for the first time, you must register at: <https://heta-liitto.fi/neuvontapalvelut/rekisteroityminen-neuvontapalvelun-asiakkaaksi/>
- In insurance matters, you can turn to insurance companies and the Employment Fund. Employment Fund customer service: tel. +358 75 757 0500 or www.employmentfund.fi
- Assistentti.info® is an open national personal assistance network of different operators, whose website contains a wealth of useful information: <https://assistentti.info/>
- The website of the Occupational Safety and Health Administration contains information about occupational safety and other matters related to the employment relationship: <https://tyosuojelu.fi/en>. Telephone advice of the Occupational Safety and Health Authorities: +358 295 016 620 (Mon to Fri from 9 am to 3 pm). The Centre for Occupational Safety's guide also contains useful information about the topic: <https://ttk.fi/wp-content/uploads/2024/06/Toisen-kotona-tehtavan-tyon-turvallisuus-ja-tyohyvinvointi.pdf>

- Questions regarding employment relationships and compliance with the employment contract are answered by the OSH Division at the Regional State Administrative Agency for Southern Finland: <https://tyosuojelu.fi/en>. Regional State Administrative Agency switchboard +358 295 016 000 (Mon–Fri 8 am – 4.15 pm). The agency can also be contacted by email at tyosuojelu.etela@avi.fi

Duties of a personal assistance employer in a nutshell

- Returning the Oima power of attorney to disability services -> you will receive confirmation that the statutory insurance has been taken out -> your assistant can then start working
- Assistant recruitment, possible job interviews
- Conclusion of the employment contract with the assistant -> sending the employment contract to the payroll unit. Send to: Taloushallintopalvelu, Henkilökohtainen apu. PL 231, 00099 Helsingin kaupunki or by secure email to: talpa.suoratyo@hel.fi
- Applying for a possible experience bonus for the assistant
- Conclusion of an occupational health service agreement with Terveystalo about the personal assistant's statutory, preventive occupational health care and submitting Kela's power of attorney for possible occupational health care payments to disability services
- Good orientation of the assistant to the work and the working environment, as well as reviewing matters related to the employment relationship with the assistant (annual holiday and sick leave, occupational health care, layoff, etc.)
- Preparation of a shift plan at least 7 days in advance for a period of at least one week
- Ensuring the payment of the assistant's wages by submitting confirmed working hour notifications to the payroll unit according to the pay schedule, either electronically in the Oima service or on a paper form by post or as an attachment to an email
- Agreeing on annual holidays with the assistant before the start of the holiday season
- Reporting the assistant's absences, e.g. sick leave and annual holiday, and other situations such as layoffs and termination of the employment relationship, etc. to the payroll unit with a dedicated form or in the Oima service
- Taking care of working conditions and occupational safety, guiding the employee in safe working practices
- Compliance with laws and agreements (labour law, employment contract and collective agreement if you are a member of the Heta union)
- Issuing a certificate of employment to the assistant at their request after the termination of the employment relationship

As an employer, you must also comply with the following regulations

- You may only give orders to your assistant in accordance with the law or good practice.
- You should take your assistant's physical and professional capacity to perform the tasks assigned to them into account.
- You should treat your assistants equally and promote a good working atmosphere and their performance at work.
- You can only assign a task to the assistant during their working hours. Therefore, you cannot interfere with an assistant's leisure time.
- You may not deviate from the employee's rights provided by law or any collective agreement, except to introduce rights that are more favourable to the employee. In this case, however, you need to consider what the city will reimburse.
- You must not invade the privacy of the assistant. The obligation of confidentiality applies to both parties to the employment relationship.
- Keep employment documents in a locked cupboard, for example, to which no one else has access.

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