

Guide on personal assistance for employers

Western Uusimaa Wellbeing Services County Disability Services

07 July 2026



Start of employment

- Employment contract
- Activation of the Oima service
- Fill in a power of attorney for the wellbeing services county in the Oima service for the management of employer obligations.
- Notification of an employee's experience-based increment
- The personal assistant's tax information is displayed in the Oima service. If you do not use Oima, submit the assistant's tax card.

Occupational health care

- Contact form for concluding an agreement
- Employee personal data form
- After receiving the occupational health agreement, sign it and return it to occupational health care.

During employment

- Lists of hours worked for time tracking in the Oima service
- Notifications on holidays, lay-offs, and other absences
- If the decision on personal assistance changes during the employment relationship, check that the employee's employment contract corresponds to the new decision

End of employment relationship

- Notice of termination: we recommend that you discuss the matter with the social counsellor or social worker who approved the service before you terminate your assistant's employment
- Absence notification: last day of employment or holiday days, if holidays before the end of the employment relationship
- Notification of hours worked: the employee's pay will be paid on the following pay day
- Certificate of employment for the employee

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1 Introduction

Personal assistance is an individual service for persons with disabilities. The purpose of this service is to enable a person to live an independent life and participate fully in society. In practice, personal assistance means that a person with a disability is given a personal assistant who helps them to cope with everyday activities. An assistant makes it possible for a person with disabilities to make independent choices and participate in leisure activities, hobbies, studies, work, or social activities. A personal assistant acts in accordance with the will and instructions of the person with disabilities.

This guide is intended for persons with disabilities who act as employers. The guide contains instructions on key matters related to employment and employer status. The guide also describes the general compensation principles of the Western Uusimaa Wellbeing Services County for the costs incurred from hiring an assistant. Personal assistance is free of charge for the client. The Disability Services provide advice to employers on matters related to employment. The employer, i.e. the person with a disability, is responsible for the supervision and direction of the assistant's work.

The need for personal assistance is assessed together with a social worker or social counsellor. The assessment is carried out in connection with the assessment of service needs or when applying for personal assistance. A specific number of hours is determined for required assistance, and at the same time, the appropriate method of organising personal assistance is assessed.

Provisions on personal assistance are laid down in the Disability Services Act. Under the act, personal assistance can be organised in different ways.

The wellbeing services county has three methods for organising personal assistance at its disposal:

- the **employer model** in which a person with a disability acts as the employer of a personal assistant
- a **service voucher**, in which case the person with a disability selects and orders the service provider for the assistance they need from the list of service voucher providers approved by the wellbeing services county
- an **outsourced service** in which case the wellbeing services county selects a service provider and orders personal assistance for a person with a disability

In these instructions, **employee** refers to a personal assistant who is in an employment relationship with a person with disabilities.

In these instructions, **employer** refers to a person with a disability or a person authorised by them who hires an employee to provide personal assistance in accordance with the wellbeing services county's service decision. Regardless of the authorisation, the responsibility for being an employer remains with the person with a disability.

Some employers of personal assistance are members of Heta – Union of the Employers of Personal Assistants. As a change from a previous practice, the Committee for Confirming the General Applicability of Collective Agreements made a decision on 6 October 2025 according to which the Heta Collective Agreement has been a generally applicable collective agreement as of 1 May 2025. This means that all employers of personal assistance must comply with this agreement.

2 Recruitment of an employee

When applying for a personal assistant, you will assess your daily or weekly need for assistance together with a social worker or social counsellor. The assessment will be the basis for defining your assistant's work tasks, planning their working hours, and determining the characteristics you will require from your assistant. If necessary, you can hire more than one assistant as long as their total working hours are no more than what is specified in your service decision. However, remember that if you have part-time employees, you must first offer them additional work before hiring a new assistant.

A service decision on personal assistance will indicate how many hours of personal assistance you have been granted and how much the wellbeing services

county will reimburse your assistant's salary costs. Only one assistant can assist you at a time. The only exception to this is an induction situation.

The assistant's job is to assist you in activities and tasks related to normal life in which you unquestionably need the help of another person. These are activities that you would perform yourself if you were not disabled or ill. These may be things related to everyday life at home or outside the home. The work is performed according to the instructions you give and under your supervision. Personal assistance is not about doing things on your behalf. Instead, the assistant helps you and the two of you do things together.

If you have also been granted other services at home, such as home care visits, you must ensure that the division of labour between the different actors is clear.

As an employer, you recruit and interview applicants and select the employee. Before drafting a job advertisement, consider and write down what kind of help you will need from your assistant, where and when they will perform their tasks, and what kind of employee is best suited for the tasks.

Under the Disability Services Act, a relative or other close person of a disabled person (e.g. spouse, cohabiting partner, child, parent, grandparent, grandchild, sibling) cannot act as a personal assistant unless it is considered to be in the best interest of the disabled person for a special reason. The service decision must include a mention of the right of a family member acting as your assistant.

You can publish a job advertisement on the TE Services website:

[Job Market Finland \(tyomarkkinatori.fi\)](https://tyomarkkinatori.fi)

You will be advised by an employee in the personal assistance division of your wellbeing services county's disability services on the recruitment of the assistant, the preparation of the job advertisement and writing up a job description.

2.1 When an assistant works with children

If the employee's work tasks include working with children (under 18 years of age) in situations where the child's guardian is not present, you, as the employer, must require the employee to present an extract of their criminal records. The extract of their criminal records must be less than 6 months old. The employer must request an extract of their criminal records for viewing, but it may not be archived or sent to disability services.

The employee will order an extract of their criminal records from the Legal Register Centre's website: www.oikeusrekisterikeskus.fi.

3 Employment contract

A personal assistant is always in an employment relationship. Their employment relationship is based on an employment contract between the employee and the employer, which is concluded in writing. The assistant's job description and the content of their work are agreed upon in the employment contract. When signing the employment contract the employee commits to working under the agreed terms.

As an employer, you can determine the following:

- What the employee i.e. your personal assistant does (content of work).
- How the employee, i.e. your personal assistant, performs their work (method of work).
- When the work is done (shift).
- Where the work is done (workplace).

As an employer, you sign an employment contract with all employees, including fixed-term employees and substitutes. The employment contract is made in writing and three identical copies will be signed.

One copy of the agreement will be kept by the employer; one will be given to the employee and the third will be submitted to the wellbeing services county. Please note that you should only conclude an employment contract after you have received a decision on personal assistance.

Use Oima's electronic employment contract or the form template provided by the wellbeing services county's Disability Services to draw up the employment contract. If someone other than the person with a disability signs the employment contract, this person must have appropriate authorisation (guardianship) that gives them the right to act on behalf of the person with a disability. The person with a disability will always act as the supervisor.

If the employment contract has been signed by a person other than the person with a disability, the name of the person being assisted must be entered in the employment contract in addition to the employer and the employee.

When the guardian of a child with a disability signs an employment contract, the guardian must strive to act in a way that realises the child's best interests. Seeing to the child's best interests means, among other things, that personal assistance must contribute to the child's independence and growth into a responsible young person and adult and promote the child's balanced development and wellbeing. The child must have the opportunity to participate in and influence drawing up the assistant's job description and the way in which they work. A child must be provided information on the personal assistance service in a manner that is appropriate for their age and level of development.

The following should be recorded in the employment contract:

- Name of employer (person with a disability and their email address)¹
- Employee name (assistant), personal identity code and email address
- Possible probationary period ²
- Information on whether the employment contract is valid until further notice or for a fixed period of time ³
- Employment start date
- Main tasks ⁴
- Place of work ⁵
- Salary (hourly rate), pay period and pay date ⁶
- Working hours
- Notice period ⁷
- Obligation to confidentiality ⁸

When drawing up an employment contract, remember the following:

- Check whether your employee is entitled to an experience-based increment and, if so, send the experience increment form to Disability Services. Archive copies of the work experience documents on the basis of which the experience-based increment should be paid.
- Submit the employment contract to Disability Services either electronically in the Oima service, through Lunna or as a signed paper form.

¹ Or guardian or custodian.

² The probationary period may not exceed six months. During the probationary period, both the employer and the assistant may terminate the employment contract without a notice period. In fixed-term employment relationships, the probationary period may not exceed one half of the duration of the employment relationship.

³ As a rule, an employment contract is valid until further notice. A fixed-term employment contract must state the duration of the work and the reason for the fixed-term nature of the contract. A fixed-term employment contract can only be concluded on certain legal grounds (e.g. substitution or fixed-term need for assistance).

⁴ The main tasks and the general clause "other tasks assigned by the employer" are entered in the employment contract

⁵ If the work is carried out both in your home and outside your home, your address is usually sufficient. If, on the other hand, the work is only carried out for example at your workplace, put this address. If the work involves long travel times, it is a good idea to mention this in the contract.

⁶ The amount of the salary reimbursed by the wellbeing services county is indicated in the Heta union's collective agreement.

⁷ As a rule, only in employment contract's that are valid until further notice.

⁸ The employer may require the employee to maintain complete confidentiality in matters concerning the employer and his or her family. This must be agreed upon separately. It is also a good idea to agree that the obligation of confidentiality will also apply after the employment relationship has ended.

4 Employer's responsibilities and obligations

As an employer and supervisor, you must see to the following tasks:

- Tell the employee what tasks they need to perform and how you want them to assist you.
- Comply with legislation, the employment contract you have drawn up and the collective agreement.
- See to the payment of the employee's salary, statutory insurance and occupational health care. If you give the wellbeing services county a power of attorney, they will take care of these on your behalf. Read more about a power of attorney on pages 9-10.
- Plan the employee's working hours at least 7 days in advance and monitor the realisation of the working hours.
- Provide guidance to the employee on safe working methods and inform them of the regulations concerning occupational safety and the workplace.

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

- You may not issue orders to the employee that are contrary to the law or good practice.
- You must take into account the employee's physical and professional prerequisites for performing the tasks assigned to them.
- You can only determine what an employee does during their working hours. You cannot interfere with an employee's leisure time.
- You may not deviate from the rights granted by law or a possible collective agreement, except in a manner that is more favourable to the employee. However, please note what the wellbeing services county will reimburse.
- You may not violate the employee's privacy. It is a good idea to agree on an obligation of confidentiality for both the employee and the employer.
- Store employment-related documents, in a locked cabinet or some place to which others do not have access to.

4.1 Granting power of attorney to a wellbeing services county

The wellbeing services county can take care of the payment of your employee's salary, statutory accident insurance and the organisation of occupational health care for you. For this, you will need to grant them power of attorney, which you can do by completing an electronic

form in the Oima service.

Although the wellbeing services county will pay the employee's salary on your behalf on the basis of the working hours entries or time sheets you have entered in Oima, please note that the wellbeing services county is not a party to the employment relationship. Instead, the employment relationship is between the employer and the assistant. If you do not grant power of attorney, you must take care of all employer obligations yourself. In this case, the wellbeing services county will reimburse you for the necessary costs incurred from the assistance after you provide the employee's payslip and a receipt of the payments. As you have the option of transferring the payment of wages to the wellbeing services county, Disability Services will not provide guidance and advice on the payment of wages or reimburse the costs of e.g. an accounting firm.

If you wish, you can also transfer the task of drawing up shifts to another person. If you transfer your employer's obligations to another person, you must notify Disability Services of this. However, your responsibility as an employer will not be transferred to the person carrying out the tasks. You will remain responsible for ensuring these tasks are carried out.

5 Employee's obligations

The employee is obliged to perform the tasks specified in the employment contract in the manner instructed by the employer. The employee's most important obligations include performing the tasks assigned to them diligently and complying with working hours, occupational safety regulations, laws and the employment contract.

If an employee is dissatisfied with their work tasks or working conditions, they should discuss the matter with their employer. A good working life skill for an employee to have is that they respect the employer's privacy and do not speak inappropriately about their employer to other people. The obligation of confidentiality can be agreed upon in the employment contract.

It is the employee's responsibility to take care of their own work tasks, and they should not interfere with the work tasks of other employees. The employee must abide by good practice and act appropriately in their work tasks.

6 Working hours and related compensation

As a rule, the employee's shift roster is based on the need for assistance of the disabled person acting as the employer. The employer's service decision on personal assistance includes the number of hours granted and the possibility of work during evenings, Saturdays, Sundays, nights or public holidays.

The employer determines when, where and at what time of the day or week they need assistance. However, working hours legislation determines the types of working hours that can be imposed on an employee. According to the Working Hours Act the employee's maximum amount of regular working hours is 8 hours a day and 40 hours a week.

According to the law, the employee must be given an uninterrupted rest period of at least 11 hours during the 24 hours following the start of each shift.

Assistance outside of weekdays during daytime is based on a service decision and a client plan.

6.1 Evening and night work

The basic hourly wage is increased by 15% for work performed on weekdays (Monday to Friday) between 18:00 and 21:00.

The basic hourly wage is increased by 30% for work performed at night, i.e. between 21:00 and 06:00. The Working Hours Act must be complied with in the case of night work. Please note that the night work supplement is only paid when compensation for night work is separately mentioned in the service decision for personal assistance.

6.2 Saturday and Sunday work

The basic hourly wage is increased by 20% for work performed on Saturdays between 06:00 and 23:00.

According to the Working Hours Act, Sunday work refers to work performed on Sundays and church holidays. The church holidays to which the guidelines on Sunday work apply are New Year's Day, Epiphany, Good Friday, Easter Monday, Ascension Day, Midsummer Day, Christmas Day and Boxing Day. On these days, the employee's basic hourly wage is increased by 100 per cent for the hours worked.

6.3 Public holiday compensation

Compensation for public holidays is paid for Good Friday, Easter Monday, Midsummer Eve, and New Year's Day, May Day, Independence Day, Christmas Eve, Christmas Day, Boxing Day and Epiphany, if they fall on a day other than Saturday or Sunday. The compensation for a public holiday is paid if the employee's employment relationship lasts at least two weeks.

If the employee has to work on the above-mentioned days, the hours worked on a public holiday shall be compensated with a doubled hourly salary, which includes public holiday compensation for the loss of the day off and Sunday work allowance.

6.4 Additional work and overtime

If the employee works more hours than the working hours specified in the employment contract or have been otherwise agreed upon, this is considered additional work. A flat hourly wage is paid for every hour of additional work performed.

If the regular working hours are exceeded, this is considered overtime.

7 Employee's pay and payment of wages

The wellbeing services county will reimburse the salary costs for personal assistance in accordance with a service decision. The decision includes the total number of hours of assistance granted, which is based on an individual needs assessment. The reimburse is granted from the date on which the employee enters your employment.

As an employer, you have the opportunity to pay your employee a higher wage than what the wellbeing services county will reimburse. If you pay a higher wage than what is stated in your service decision, please note that the wellbeing services county will only reimburse the amount of pay specified by the wellbeing services county (after you provide payslips and receipts). You are also responsible for any indirect costs, etc.⁹ to the extent that they exceed what the wellbeing services county will reimburse.

⁹ Such contributions include the social security contribution, the earnings-related pension contribution, the employer's unemployment insurance contribution, the statutory accident insurance contribution and the mandatory occupational health care contributions.

You are responsible for ensuring that the reported hours comply with the law and any collective agreement.

7.1 Payment of wages and tax card

The employee is paid on an hourly basis according to the information provided by the employer twice a month. It is important that before the deadline you enter the hours worked by the employee in the Oima system or submit a list of hours worked to Disability Services, indicating. The personal assistant's salary is paid on the basis of the list of hours worked.

The employee's salary is income for which they will be taxed. The employee's tax information is visible in the Oima service. If you do not use Oima, submit the employee's tax card to the secretary at the wellbeing services county's Disability Services. Write the name of the employer on the tax card. Wages paid are reported to the Incomes Register.

7.2 Monitoring of working hours

You must keep track of the hours worked by the employee and the times at which they have worked.

If the wellbeing services county pays your employee's salary, enter the working hours in the Oima service or submit the working time tracking (list of hours worked) to Disability Services.

Send the information to:

Western Uusimaa Wellbeing Services County / Disability Services
Kamreerintie 2 A
02770 Espoo

You can also submit lists of hours worked through Lunna OR by email to vammaispalvelut.toimistosihteeri@luvn.fi OR bring these directly to the Espoo Disability Services Office's mailbox (1st floor, in the hall with the lift).

7.3 Experience-based increments

The wellbeing services county will reimburse the employee's experience increment as part of the employer's salary costs. The months an employee has worked as a personal assistant or in comparable tasks during which the employee has worked a total of at least 35 hours or

14 working days in one or more employment relationships in considered work entitling to an experience-based increment. At the beginning of the employment relationship, the employee must provide certificates of employment or other written proof (e.g. a pay certificate) of experience from other employment relationships that can be taken into account.

Your employee can request a certificate of employment from their previous employer. Certificates of employment must indicate the start dates and durations of the employment relationships and information on the amount of work performed that is as accurate as possible.

Check the employee's original employment certificates for the period entitling them to the experience increment. The hourly pay is increased with the experience increment as follows:

- after the first (1 year) or third (3 years) full year of work, the employee hourly pay is increased by 1.25%
- after the fifth (5 years) or eighth (8 years) full year of work, the hourly pay is increased by 1.7%
- when an employee moves to the 11-year or 14-year experience increment category, their hourly pay is increased by 2.0%

Report the experience increment's percentage to Disability Services on the experience increment application form. The personal assistant's employment certificates should not be submitted to Disability Services.

If information on the experience increment is submitted retroactively, the experience increment will be paid retroactively for a maximum of 1 year from the date on which the information was submitted.

8 Statutory insurance and fees

In addition to the salary costs arising from hiring an employee, the wellbeing services county reimburses the employer for statutory payments and compensations.

Employee's earnings-related pension insurance contribution

Employees are insured in accordance with the Employees' Pensions Act (TyEL). The wellbeing services county pays the assistant's pension contribution directly to the pension insurance company on behalf of the employer.

Statutory unemployment insurance contribution

The wellbeing services county will pay the employee's unemployment insurance contribution to the Employment Fund on your behalf.

8.1 Occupational accident insurance

Occupational accident insurance is a statutory insurance that insures employees in case of accidents or occupational diseases that occur during work. The occupational accident insurance must be valid immediately from the moment the employment relationship begins. The wellbeing services county will see to the payment of your employee's occupational accident insurance if you have granted them power of attorney to do so.

The occupational accident insurance is employer-specific. You do not need to terminate or change the insurance if your employee changes. When your personal assistance ends with the employer model, the wellbeing services county will decide on the insurance policies on your behalf if you have granted them power of attorney to do so. If you are responsible for the insurance yourself, make sure that you terminate the insurance contracts in writing with the insurance companies.

Compensation from the occupational accident insurance covers the following:

- An accident that has occurred at work or in circumstances arising from work at the workplace, in an area belonging to the workplace, on the way from the employee's home to the workplace or vice versa, or when the employee is doing something assigned by the employer.
- An injury that has occurred during a short period of no more than one day and which is not compensated as an occupational disease (e.g. muscle or tendon pain in connection with work movement).

An accident refers to a sudden, unpredictable event caused by an external factor that occurs independent of the insured person's will and causes them a disability or illness.

For more information on accident insurance and accidents that are covered, see the Finnish Workers' Compensation Centre (TVK) website www.tvk.fi.

9 Occupational health care

Under the Occupational Health Care Act (1383/2001), the employer must provide statutory preventive occupational health care for its employees. Sudden illness and medical care are not included in statutory occupational health care.

As part of statutory occupational health care:

- Request that your new employee attend a pre-employment health examination at the beginning of the employment relationship.
- Inform the employee of any health hazards associated with a personal assistant's work and provide instructions on how to avoid these hazards (e.g. assistive devices and ergonomic working methods).
- If your employee has a defect, disability or illness that affects their coping at work, you must monitor how they are coping in their work tasks.
- Provide instructions to your employees on the measures they must take in the event of an accident or illness to provide first aid.
- Ensure that the location where you are assisting has an adequate number of appropriate first aid supplies.

To organise statutory occupational health care for assistants, the wellbeing services county will submit a payment commitment to the occupational health care provider. You will receive more information on your assistant's occupational health care services as an attachment to your decision.

The pre-employment health examination is a health examination that is intended to determine whether the employee is fit for work as your personal assistant.

As a rule, the wellbeing services county will reimburse the following examinations and procedures as part of the health examination:

- pre-employment check
- basic health examination of the employee (e.g. height, weight, blood pressure measurement, eye examination)
- blood tests
- a booster for the Tetanus-d vaccine if necessary
- guidance and advice (e.g. occupational health care instructions, instructions for occupational accidents)

In addition, occupational health care will conduct a workplace survey if necessary. The personal assistant can also give information about the workplace and working conditions at the pre-employment check. If necessary, occupational health care can visit the workplace and ensure that the workplace is suitable for the work and that the risks arising from the work have been assessed.

The employee must present a statement from occupational health care to the employer in which it is stated that they are able to assist you.

If you are responsible for paying your personal assistant's salary, you can also conclude an agreement with an occupational health care provider of your choice. In this case, you will initially pay for the service yourself and then apply for a Kela reimbursement. After this, apply for a reimbursement of the remaining part from Disability Services.

10 Occupational safety and health

As an employer, you are responsible for occupational safety and health at the workplace. Under the Occupational Safety and Health Act, you are obliged to ensure the safety and health of employees while they are at work. You must take into account aspects related to the work, working conditions and other work environment as well as the employee's personal prerequisites. As an employer, you will provide induction to your employees on the conditions at the workplace, the correct work methods and safety regulations.

For more information on occupational safety and health, visit the Occupational Safety and Health Administration's website at www.tyosuojelu.fi.

As part of occupational safety and health:

- Remove hazards and hazardous situations observed in the personal assistant's work or work environment (e.g. difficult working positions, stress injuries). For example, instruct your assistant to use a lifting device whenever possible.
- Make an effort to reduce hazards before work begins (e.g. make sure you have the right equipment).
- Instruct the employee to pay attention to identifying hazards and their work methods to prevent hazardous situations. If an employee identifies a hazard or risk factor in their working conditions, they must report it to you. Emphasise safe working methods to the employee and provide information on ergonomically correct working methods, movements and positions.
- If the person receiving assistance has a contagious disease, you as the employer are obliged to guide the assistant in protecting against infection and to obtain the necessary equipment, such as protective gloves, for the assistant.

11 When an employee falls ill or is injured

The employee must immediately notify the employer when they are unable to work due to illness. It is a good idea to agree that the employee will submit a certificate from a doctor or nurse about the illness starting on the first day of illness.

The certificate may not be submitted to Disability Services. We recommend that the employer keep the certificate for a period of two years.

Report the employee's sick leave using the absence form to the secretary at the wellbeing services county's Disability Services so they can take the sick leave into account in the payment of wages. Send the absence form with the list of hours worked.

If the employment relationship has continued for at least one month, the employee is entitled to receive their full pay for the period of illness from the first day of illness and for the next nine weekdays (1+9). Saturdays are also considered weekdays. If the sick leave continues for longer than this, the employee applies for a daily allowance from Kela. In employment relationships that have lasted less than one month, the employee is entitled to 50 per cent of their salary.

The employee receives pay for the period of illness based on a shift roster drawn up in advance. The hours and times (start and end times) of the work planned for the employee's sick days must be entered in the list of hours worked. The working hours during a permanent personal assistant's sick leave do not consume the personal assistance hours granted to you, even if you enter them in the list of hours worked. The wellbeing services county will reimburse the costs incurred from hiring a substitute for the duration of your permanent's personal assistant's sick leave.

If your employee has an occupational accident, do the following:

- Your employee must immediately notify you (the employer) of the matter.
- Give the employee an insurance certificate or insurance number, which they must submit to the place where they receive treatment for their injury. The insurance certificate entitles the employee to free treatment for their injury, for example at a health centre.
- Report the injury to your insurance company using the accident report form. You can print the form online at www.tvk.fi.

Accidents that occur while performing work or in circumstances caused by work are considered occupational accidents. An accident is considered an occupational accident if it has occurred in an area belonging to the workplace, on the way from home to work and vice versa, or during a work or errand trip assigned by the employer.

Serious accidents must also be reported to Disability Services and the police. A serious accident causes a severe injury or death. A disability is considered severe when it is likely to cause permanent disability and makes it difficult to live a normal life.

11.1 Sudden crisis situations

If your assistant fails to show up at all and it is necessary for you to have personal assistance, do the following:

- during office hours, contact Disability Services
- outside office hours, contact the Western Uusimaa Social and crisis emergency services.

12 Substitutes

If you need a substitute urgently (e.g. during the same day), substitute arrangements can be made with a service voucher for personal assistance or as an outsourced service or in the form of home care visits. If no substitute arrangements have been entered in your service decision, contact Disability Services to agree on this.

If you need a long-term substitute, you must find a substitute yourself and conclude a fixed-term employment contract with them for the duration of your permanent assistant's sick leave, annual holiday, family leave or other absence. The wellbeing services county will reimburse the costs incurred from hiring a substitute.

13 Family leaves

Family leave refers to maternity, paternity or parental leave. The employer is not required to pay the employee during family leaves. The wellbeing services county will not reimburse the assistant's salary for this period.

The employee can apply for a daily allowance for the duration of family leave from Kela.

Report the employee's leave to the wellbeing services county's Disability Services using the employee absence form.

14 Temporary child-care leave

If an employee is absent due to the sudden illness of a child under the age of 12 or a disabled child, the absence will not reduce the employee's pay or be considered part of their annual holiday to the extent that the absence is necessary to arrange care. The right to paid leave may last for a maximum of three (3) consecutive calendar days from the beginning of the illness.

The reason for the absence must be proven with a certificate issued by a health care professional, unless the employer has given other instructions. The employer has the right to require that the employee provide an account of the reason the other guardian is unable to take care of the child.

15 Other reasonable, necessary expenses incurred from the employment of a personal assistant

You may also be reimbursed for other reasonable costs arising from assistance and the employee that are necessary to enable the assistance. Costs can be considered necessary if the start or continuation of assistance would have been impossible if the costs were not paid.

The wellbeing services county will reimburse the costs based on a separate application. Disability Services will make a separate decision on the matter.

15.1 Travel expenses

The wellbeing services county will reimburse an employee's necessary travel expenses incurred from working outside the employee's usual workplace. The assistant's travel expenses to the workplace will not be reimbursed. The personal assistant's travel expenses and meal allowance will be reimbursed in cases such as when the personal assistant travels with the employer. The employer's travel expenses will not be reimbursed.

15.2 Meal allowance

An employee is entitled to a meal allowance when they travel with their employer to somewhere other than their normal place of work and do not have the opportunity to prepare their own food or meals

are not otherwise arranged. Depending on the duration of the journey, the employee is entitled to one or two meal allowances for each day of travel. Apply for the meal allowances using the Personal assistant meal allowance form.

15.3 Travel abroad

When using personal assistance when travelling abroad, it is important to apply for a service decision from Disability Services well in advance of the planned travel date. If personal assistance is granted for travel abroad, the reasonable salary costs and other reasonable expenses of the personal assistant will be reimbursed in accordance with the decision. If the employer with a disability needs additional hours of personal assistance for the duration of the trip, they can apply for these in this same context.

16 Annual holidays

The employee accumulates annual holiday during the period of employment as laid down in the Annual Holidays Act (162/2005). As an employer, it is your duty to ensure that the employee has the opportunity to take annual leave.

The holiday credit year begins on 1 April and ends on 31 March. The holiday season is the period between 2 May and 30 September. An employee earns 2 working days of annual holiday for each full holiday credit month if the employment relationship has continued for less than one year at the end of the holiday credit year and 2.5 working days of annual holiday if the employment relationship has continued for more than one year. The Annual Holidays Act (162/2005) contains a list of days that are considered equivalent to days worked when calculating annual holiday.

The employer has the right to decide on the timing of the annual holiday. However, at least 24 working days must be granted during the holiday season (May to September) if the employee has accumulated at least this amount of holiday. The rest of the holiday must be taken by 1 May of the following year. If this is not possible, contact Disability Services. As a rule, annual holidays are not paid in cash but must be taken as leave.

The employer must determine the timing of the assistant's holiday in accordance with the Annual Holidays Act well in advance. The employer must ensure that there are substitute arrangements in place before granting leave. The wellbeing services county will reimburse the costs incurred from hiring a substitute for the duration of your permanent assistant's annual holiday. The substitute's employment contract will be concluded for the same period as the permanent employee's holiday.

Submit a notification of the employee's annual holiday to Disability Services using the employee's absence form well in advance, at least one month before the planned holiday. The employee's working hours are not entered in the list of hours worked for the annual holiday period.

You can see the number of annual leave days in the Oima service. At the end of the employment relationship, the wellbeing services county pays a holiday compensation for unused holidays.

16.1 Annual holiday pay

The annual holiday pay is paid to the employees who are entitled to annual holiday pay before the start of the holiday. If the holiday is divided into parts, the corresponding part of the annual holiday pay is paid before the start of each part of the holiday. For a holiday period of no more than six days, the holiday pay is paid on the employee's regular pay day. The wellbeing services county does not pay holiday pay to personal assistants.

Notify the secretary for the Disability Services office of the holiday in writing one month before the employee's planned annual holiday.

16.2 Right to leave and holiday compensation

An hourly-paid employee who does not accrue annual holiday is entitled to take two weekdays off for each calendar month during which they have been in an employment relationship. The employee is not obliged to use the leave entitlement.

An hourly-paid employee who does not accumulate annual holiday is paid a holiday compensation. Depending on the length of the service period, the holiday compensation is either 9% (employment relationship of less than one year) or 11.5% (employment relationship of more than one year). Holiday compensation is paid in May. Holiday compensation for a period of no more than six days off is paid on the employee's regular pay day.

17 Lay-offs and other sudden interruption of work

Laying off (Employment Contracts Act 55/2001) means temporary interruption of work and remuneration on the basis of an employer decision or an agreement made on the employer's initiative, while the employment relationship continues in other respects. A personal assistant will not be paid for the duration of the lay-off. During the lay-off, the employee has the right to accept other work and the right to unemployment benefits.

As a rule, only an employee in an employment relationship valid until further notice can be laid off. An employee in a fixed-term employment relationship may only be laid off in situations where the employee works as a substitute for a permanent employee and the employer would have the right to lay off the permanent employee if they were working.

Lay-off notification

When the need for lay-off is known in advance (such as for the duration of a rehabilitation period), the lay-off notice must be given to the employee in writing at least 14 days before the lay-off begins. The employee must be heard before the lay-off notice is given.

If work is suddenly interrupted for a reason attributable to the employer, for example, if the employer has to be hospitalised, the employee must be notified of the lay-off immediately. As a rule, the obligation to pay the employee's wages will continue for a maximum of 14 days from the lay-off notice. During this period, the employee must be informed of the reason for the interruption of work and its estimated time.

If an employee is prevented from performing their work due to a fire at the workplace, an exceptional natural event or other similar reason beyond their or the employer's control (e.g. the death of the employer), the employee is entitled to receive their pay for the duration of the obstacle, however, for a maximum of 14 days.

If the employer dies, both the shareholders of the estate and the employee have the right to terminate the employment contract.

Duration of a lay-off

The employer may lay off an employee either for a fixed period or until further notice. As a rule, lay-offs are for a fixed period. Temporary lay-offs can be carried out in a situation where the employer's ability to offer work has temporarily decreased and the employer is unable to offer suitable work. An employee must be laid off, for example, when the employer is hospitalised or goes to rehabilitation. In these situations, the lay-off is for a fixed period (up to 90 days).

If the employer does not lay off an employee even though the right to lay-off exists, Disability Services may refuse to reimburse the person with a disability for their personal assistant's salary costs. In this case, the employer is responsible for covering the employee's wages.

18 End of employment

An employment relationship may be end at the initiative of the employee or the employer.

An employment contract valid until further notice can be terminated by informing the other contracting party of a period of notice.

The provisions laid down in the Employment Contracts Act shall apply to the termination of the employment relationship, unless otherwise agreed in this agreement. If the employment relationship has continued for at most five (5) years, the period of notice is one (1) month. If employment has continued for more than five (5) years, the period of notice is two (2) months.

A fixed-term employment contract ends without notice at the end of the fixed term, unless it has been agreed that it can be terminated before the end of the fixed term.

18.1 Termination of employment or cancellation of the employment contract by the employer

You can only terminate an employment contract valid until further notice on valid and weighty grounds. If you feel that you need to terminate your employee's employment, ask for advice and guidance from a social worker or social counsellor working for the Disability Services in your wellbeing services county.

Appropriate and weighty grounds for termination related to the employee may include:

- serious violation or neglect of obligations that have a material impact on the employment relationship
- a material change in the employee's ability to work that makes it impossible for the employee to perform their duties.

You must give notice of termination within a reasonable time of becoming aware of the grounds for termination. As an employer, you can terminate an employment relationship within the periods of notice laid down in the Employment Contracts Act.¹⁰

The length of the period of notice will depend on the length of the employment relationship. If you terminate an employment contract without observing the period of notice, you may be liable for compensation for unlawful termination.

An economic and production-related reason for termination is present if work has decreased or ended. In practice, this usually means that an employer with a disability can no longer receive reimbursement from the wellbeing services county for hiring a personal assistant.¹¹

You cannot terminate your employee's employment on the following grounds:

- Your employee has an illness, disability or accident, unless their ability to work has declined significantly and for such a long period of time that it is not reasonable to expect the continuation of the contractual relationship.
- Your employee participates in industrial action.
- Your employee has political, religious or other opinions that you disagree with.
- Your employee participates in societal or association activities.
- Your employee resorts to legal remedies.

If you terminate your employee's employment without valid grounds, a court may sentence you to pay the employee a compensation corresponding to 3–24 months of pay under the Employment Contracts Act.

The employer may only terminate the employment contract immediately for a very weighty reason. Such a cause may be deemed to exist in case the employee commits a breach against or neglects duties based on the employment contract or the law and having an essential impact on the employment relationship in such a serious manner as to render it unreasonable to expect that the employer continue the employee's employment even for the duration of a period of notice.

¹⁰ The wellbeing services county pays the salary for the period of notice specified in the Employment Contracts Act (the length of the period depends on the duration of the employment relationship).

¹¹ The employer must offer work to any former employees made redundant on the basis of production and financial reasons, who are still looking for work through the employment office if the employer needs employees within nine months of the termination of their employment relationship in the same or similar tasks that the dismissed employee previously performed.

If an employee has been absent from work for at least seven days without informing the employer of a valid reason for the absence, the employment contract can be interpreted as having been terminated from the start of the absence.

Advice is also available from the Occupational Safety and Health Administration's telephone service, tel. +358 295 256 808 (Mon–Fri 9:00–15:00). For more information on the occupational safety and health administration, see the end of the guide.

18.2 Employee's resignation or cancellation of an employment contract

A personal assistant's employment relationship may end with the employee's resignation. The employee does not need a special reason to resign. However, the employee is obliged to comply with either the period of notice agreed on in the employment contract or the period of notice specified in the Employment Contracts Act. An employee may only terminate a fixed-term employment relationship if a period of notice has been agreed upon in the employment contract. The matter can also be agreed upon separately with the employer.

The employee may cancel the employment contract immediately if the employer violates or neglects their obligations entered in the employment contract or the law that have such a material negative impact on the employment relationship that the employee cannot reasonably be expected to continue working even for the duration of a period of notice.

19 Legislation applying to personal assistance

www.finlex.fi/en

Disability Services Act (675/2023)

Act on the Status and Rights of Social Welfare Clients 812/2000

Legislation the employer must comply with

- Employment Contracts Act 55/2001
- Working Hours Act 872/2019
- Annual Holidays Act 162/2005
- Occupational Health Care Act 1383/2001
- Act on Checking the Criminal Background of Persons Working with Children 504/2002
- EU General Data Protection Regulation

20 More information for the employer

20.1 Occupational safety and health administration

The Occupational Safety and Health Administration's online service is intended to support all employers and employees.

National telephone service:

- provide advice and instructions on matters related to occupational safety and health and the terms of employment
- you can also report a serious work-related accident to the number, tel. +358 295 256 808, Mon–Fri 8:00–15:00

More information on the service: www.tyosuojelu.fi

Email: tyosuojelu@lvv.fi

Postal address:

Finnish Supervisory Agency, Occupational Safety and Health Department

PO Box 30

13035 LVV

20.2 Other guides

THL Handbook on Disability Services: Personal assistance

Enquiries: [Instructions on Disability Services - THL](#)

Heta union database: The Heta union is the Union of the Employers of Personal Assistants. The website contains a database with material and videos on the following topics:

- what is personal assistance
- recruitment of a personal assistant
- occupational health care
- glossary of frequently used terms

Further information: www.heta-liitto.fi/tietopankki

Assistentti.info is a national network for personal assistance. It provides advice, training and materials.

Further information: assistentti.info

Several guides to assist employers are available for download on the **Henkilökohtainen apu** (Personal assistance)

website: www.henkilokohtainenapu.fi

21 Employer's checklist

The checklist for employers of personal assistants includes the most important forms that you must submit to the Disability Services or occupational health care. You can find the forms and additional instructions on the Disability Services website: [Disability Services | Western Uusimaa Wellbeing Services County](#)

Submit the following to the Disability Services at the beginning of employment

- employment contract (in the Oima service)
- power of attorney to the municipality for handling of employer obligations (in the Oima service)
- notification of an employee's experience-based increment
- the personal assistant's tax information is displayed in the Oima service

Address of the Disability Services:

Western Uusimaa Wellbeing Services County / Disability Services Kamreerintie
2 A
02770 Espoo

Follow the instructions you have received from occupational health care.

Submit the following to the Disability Services during employment

- lists of hours worked for time tracking in the Oima service
- notifications of holidays, lay-offs and other absences
(notifications are submitted using the absence notification form)

Submit the following to the Disability Services at the end of employment

- notice of termination
- absence notification: the last day of employment or holiday days, if held before the end of the employment relationship.
- notification of hours worked: the employee's pay will be paid on the following pay day

