



HENKILÖKOHTAISTEN AVUSTAJIEN
TYÖNANTAJIEN LIITTO RY



JHL JULKISTEN JA
HYVINVOINTIALOJEN LIITTO

National collective agreement for personal assistants

The Finnish version is the official version, and any interpretations of the collective agreement must be based on it.

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Heta – Union of the Employers of Personal Assistants in Finland

JHL – The Trade Union for the Public and Welfare Sectors

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Definitions and acronyms

Definitions and acronyms	
	The following definitions and acronyms are used in this collective agreement:
Heta	Union of the Employers of Personal Assistants in Finland
HetaTES	This collective labour agreement concluded by Heta and JHL
Start of a period of period-based work	In period-based work, a period begins on Monday and ends on Sunday, unless a different start day to the period has been agreed at a specific workplace.
JHL	The Trade Union for the Public and Welfare Sectors
Principal workplace	The place where the employee normally works. The employee must be assigned a place of work that corresponds to a principal workplace, even if the work is carried out in a wider area.
Agreement in writing	Agreement in writing in the context of HetaTES means either 1. a signed agreement on paper, or 2. an agreement drawn up electronically. An electronic agreement can be made by email or some other electronic means of communication. Electronic agreements must be verifiable (see below).
Compensatory rest period	Compensatory rest periods are given in accordance with Section 25, subsection 4, of the Working Time Act.
Commute to the principal workplace	The commute from the employee's residence to where the employee normally works.
Regular personal hourly wage	In accordance with HetaTES, pay is determined according to the pay group, the accumulated experience increment and the location of the workplace. The regular personal hourly wage does not include working time compensation.
Mandatory legislation	Legal provisions that define the minimum conditions of the employment relationship and which cannot be agreed on in a way that is detrimental to the employee's interests.
Verifiability, agreement	The mutual approval of the agreement and the contents of the agreement must be verifiable through the contents and transmission details of the parties' messages. Messages are not required to be signed electronically using a signature app.
Employer	The full member of Heta and employer of a personal assistant.
Work trip	A temporary trip made by the employee for their work duties. A work trip means travelling to a

	location other than the employee's principal workplace.
Work location	Place of work that differs from the principal workplace.
Employee	A person hired to be a personal assistant.
Employees	In HetaTES, the plural form "employees" may also refer to just one employee.
Work week	A work week is the calendar week, which begins on Monday and ends on Sunday, unless a different start day to the work week has been agreed at a specific workplace.
Start of the work schedule	The work schedule begins on Monday and ends on Sunday, unless a different start day to the work schedule has been agreed at a specific workplace.
Start of an adjustment period for general working time	An adjustment period begins on Monday and ends on Sunday, unless a different start day to the adjustment period has been agreed at a specific workplace.
Overtime threshold	The point at which regular working time is exceeded and qualifies as overtime.

Table 1. Definitions used in the HetaTES collective agreement

Section 1 Scope of the Agreement

HetaTES is applied in the employment relationships of employees of natural persons who are full members of Heta.

The condition for its application is that the full member acts, either themselves or on behalf of a disabled person, as the employer of a personal assistant.

HetaTES is also applied in cases where a full member receives compensation on the basis of the law or insurance for costs arising from hiring a personal assistant.

HetaTES does not apply to employees who work for legal persons or for private entrepreneurs providing personal assistance services.

Section 2 Direction and assignment of work, and the right to organise

The employer has the right to hire an employee, direct and assign work, and terminate the employment relationship.

The right to organise is mutually inviolable.

Section 3 Start of employment and trial period

3.1 Start of employment

The employment contract is valid indefinitely unless there are justified grounds for a fixed-term contract. The grounds for a fixed-term contract must be stated in the employment contract.

Application instructions: Justified grounds are, for example, another employee's annual holiday, sick leave, or family leave.

Application instructions: An employment contract that is concluded for a fixed term on the employee's initiative does not require justified grounds.

It must be stated in the employment contract that the fixed-term nature of the contract is based on the employee's own initiative.

Application instructions: The fixed-term nature of a personal assistance decision is not acceptable grounds for a fixed-term employment contract.

Employment contracts must be made in writing (see Definitions) and include all the required information. The employee's main duties shall be specified in the employment contract.

3.2 Trial period

The employer and employee can agree on a trial period that starts upon the commencement of work. The terms of the trial period are determined in accordance with Chapter 1, Section 4, of the Employment Contracts Act.

Application instructions: During a trial period, the employment contract can be cancelled with immediate effect, with no notice period.

Application instructions: An employee started working on 10 October 2024.

A trial period of six (6) months was agreed, which means the trial period ends on 9 April 2025.

Section 4 End of the employment relationship

The termination of the employment relationship shall comply with the provisions of the Employment Contracts Act, unless otherwise provided for in this agreement.

If an employment relationship that is valid indefinitely has continued for at most five (5) years, the notice period is one (1) month.

If it has continued for more than five (5) years, the notice period is two (2) months.

A fixed-term employment contract ends with no notice period when the fixed term expires, unless the possibility of terminating the contract before then has been agreed in the employment contract.

Section 5 Temporary lay-offs

5.1 Lay-off procedure

The lay-off procedure shall comply with the provisions of the Employment Contracts Act, unless otherwise provided for in this agreement.

Application instructions: As a general rule, a lay-off must be for a fixed term. This applies in a situation where, for example, the employer does not need the employee for a two-week period of rehabilitation.

Application instructions: Only in exceptional circumstances can a lay-off be valid indefinitely.

An example of such a situation is if the employer has been admitted to hospital and a doctor has determined that it is highly unlikely that the employer will return home.

5.2 Lay-off procedure in exceptional circumstances

In exceptional circumstances, the employer may give notice of lay-off with a shorter notice period than that provided for in the Employment Contracts Act.

In exceptional circumstances, grounds for a lay-off and the reason for a shortened notice period may be either the employer's sudden hospitalisation or the sudden onset of a period of rehabilitation.

The lay-off notice must, however, be given at least five (5) days before the start of the lay-off.

In these situations, the employer is not obligated to provide advance explanation or give the employee an opportunity to be heard, although this is recommended.

Application instructions: Heta and JHL recommend agreeing in writing on who, besides the employer, has the right to initiate a lay-off if the employer is prevented from laying off their employee, for example, due to hospitalisation.

The matter can be stipulated, for instance, in the employment contract.

5.3 Postponement and suspension of a lay-off

The employer may change the original start date of a lay-off once before the lay-off begins. In this case, a new lay-off notice is not necessary, but the employer must inform the employee of the new start and end dates of the lay-off.

During a lay-off, the employer and the employee may agree on the temporary suspension of the lay-off. In this case, the lay-off will resume immediately after the suspension ends, with no obligation to issue a new lay-off notice.

The employer must record the agreed changes in the work schedule.

Section 6 Working time

In employment relationships, the Working Time Act shall apply, unless otherwise provided for in this agreement.

HetaTES provides for two alternative types of working time: general working time and period-based working time, which are subject to partly different provisions.

6.1 General working time

6.1.1 Length of regular working time within general working time

In general working time, the employee's regular working time shall be a maximum of 8 hours per day and 40 hours per week.

The weekly regular working time can also be arranged such that it amounts to an average of 40 hours per week within a 2–8-week adjustment period.

In this case, the employee's regular working time is:

- max. 80 hours in 2 weeks
- max. 120 hours in 3 weeks
- max. 160 hours in 4 weeks
- max. 200 hours in 5 weeks
- max. 240 hours in 6 weeks
- max. 280 hours in 7 weeks
- max. 320 hours in 8 weeks

In an adjustment period, an employee's working time must not exceed 48 hours in any work week. Work exceeding this amount is overtime.

6.1.2 Derogation from regular working time with the employee's consent

Only an employer who is a full member of Heta may agree on the derogations from the working time arrangements referred to in this section.

6.1.2.1 Extension of daily working time to a maximum of 16 hours

The employer and the employee can agree to extend the daily working time to a maximum of 16 hours, provided that:

- When applying adjustment periods (2–8 weeks), the working time is adjusted in the course of the adjustment period to the regular working time referred to in Section 6.1.1.
The regular working time must not exceed 48 hours in any work week.
- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- If the work shift is at least 12 hours, there must be a daily rest period of at least 11 hours before and after the work shift.
- After four (4) consecutive 12-hour work shifts, the employee must have uninterrupted leave of at least 35 hours.

An agreement on long shifts must be made in writing (see Definitions).

The agreement must state whether it is valid indefinitely or for a fixed term.

In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one (1) adjustment period, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party with one (1) month's notice, however the earliest it can end is at the end of the ongoing adjustment period.

6.1.2.2 Extension of daily working time to more than 16 hours

For work in which the need for assistance exceeds 16 hours a day and the need for active assistance focusses on part of the work shift or is sporadic during the work shift, the employer and the employee can agree to extend the daily maximum working time to 16–24 hours, provided that:

- When applying adjustment periods (2–8 weeks), the working time is adjusted in the course of the adjustment period to the regular working time referred to in Section 6.1.1.
The work shift must not exceed 48 hours.
The regular working time must not exceed 48 hours in any work week.
- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- A shift longer than 16 hours may be immediately preceded by no more than two (2) work shifts, and the employee must have leave of at least 11 hours before the shift starts.
The shift must be immediately followed by 35 hours of leave.

An agreement on long shifts must be made in writing (see Definitions).

The agreement must state whether it is valid indefinitely or for a fixed term.

In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one (1) adjustment period, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party with one (1) month's notice, however the earliest it can end is at the end of the ongoing adjustment period.

6.1.2.3 Derogation from daily working time and rest periods during work trips

In general working time, the employer and employee may agree on the daily working time and rest periods in derogation of the other provisions of HetaTES for the duration of a trip to another municipality or abroad.

Derogations may be agreed on for no more than 30 days.

However, if one (1) employee alone is responsible for the assistance provided during a trip, and the employee works 24 hours a day, the derogation can be agreed on for no more than 14 days.

A derogation does not have to be agreed on if, during a trip, it is possible to abide by the daily working time and HetaTES's provisions on rest periods.

A compensatory rest period must be given in accordance with the Working Time Act.

If adjustment periods are not normally applied, or if the working times of the employees on the trip or other employees cannot be adjusted during the normal adjustment period that is applied, a longer adjustment period of no more than 16 weeks can be applied temporarily.

The employer must, prior to the start of a trip, prepare a work schedule for the period needed to adjust the working time, for no more than 16 weeks.

If an adjustment period of nine (9) weeks or more is needed to adjust the working time, the work schedule must be prepared for at least eight (8) weeks.

An adjustment scheme stating at least each employee's weekly working time must be drawn up for the rest of the adjustment period.

The adjustment scheme must be supplemented with the daily working time at the latest one week before it starts.

Regardless of whether the employer and employee have concluded an agreement on a work trip, the work schedule can be amended in accordance with Section 8 of this HetaTES.

Application instructions: If other employees are not laid off for the duration of a trip, working time arrangements must usually be made with them as well.

A longer-than-normal adjustment period could be agreed on to adjust the working time so that no employee's weekly working time during the adjustment period is detrimentally long in terms of the employee's ability to cope.

An agreement can also be made to grant the travel time or a part thereof as annual holidays to employees other than those who are travelling, provided that such is possible under the Annual Holidays Act.

A trip may take place at any point in the work schedule.

The entire work schedule or adjustment period can be used to adjust the working time.

If a trip takes place, for instance, in the middle of the work schedule, the adjustment can be applied to the schedule already before the trip begins.

An agreement on travel time must be made in writing (see Definitions).

It must indicate the duration of the daily working time, possible days of leave during the trip and how the working time is adjusted during an adjustment period.

A work schedule covering the entire adjustment period that has been accepted and signed in advance by the parties can also be considered as a written agreement.

Application instructions: Heta and JHL recommend that the employer and the employee discuss the conditions of the destination and the travel, as well as the work to be carried out during the trip before concluding the agreement.

An agreement can be made provided that the active need for assistance focusses on part of the work shift or is sporadic during the work shift and provided that:

- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
If the working time during a trip is at least 24 hours, the employee shall have the possibility to sleep for at least seven (7) hours straight, notwithstanding possible brief moments of providing assistance.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- If the trip lasts for more than 24 hours, it must be preceded by at least 11 hours of leave and followed by at least 35 hours of leave.
- If possible, the weekly rest period must also be observed during the trip.
If this is not possible, the employee's duties must be limited to essential assistance duties for at least one (1) day a week.
Weekly rest periods that are not taken during trip are given when the trip ends.
- If agreement on the working time adjustment cannot be reached, adjustment leave as well as any possible untaken daily and weekly rest periods shall be given immediately after the trip.

Overtime is defined based on the work schedule, which is prepared in accordance with the collective agreement, and the actual work hours.

6.2 Period-based working time

By virtue of HetaTES, the employer can require the employee to perform period-based work.

The employer can choose the length of the working time period to be applied based on the employer's right to direct.

In period-based work, the employee's working time is arranged such that it adjusts at most to the maximum working hours during the defined period.

6.2.1 Length of regular working time in period-based work

In period-based work, the employee's regular working time is a maximum of 80 hours in a two (2) week period, a maximum of 120 hours in a three (3) week period, or a maximum of 160 hours in a four (4) week period.

The length of a work shift is a maximum of 10 hours; in a night shift, however, the maximum is 12 hours a day.

The employer and the employee can also agree on a work shift of no more than 15 hours.

When performing night work, the mandatory provisions of the Working Time Act must be taken into account.

Application instructions: Night shift means a shift in which at least three (3) hours fall between the hours of 23.00 and 6.00.

Applying a period longer than four (4) weeks is justified only when necessary in terms of the duties to be carried out.

The need to apply a continuous four (4) week period of working time may arise, for instance, for an employee who works part-time or mainly at night.

When a working time period includes more than one (1) weekday public holiday, one four (4) week period of working time can be applied temporarily in period-based work.

6.2.2 Derogation from regular working time with the employee's consent

Only an employer who is a full member of Heta may agree to the working time arrangements referred to in this section.

6.2.2.1 Extension of daily working time to a maximum of 16 hours

The employer and the employee can agree to extend the daily working time to a maximum of 16 hours, provided that:

- The working time is adjusted in accordance with the regular working time referred to in Section 6.2.1.
The regular working time must not exceed 48 hours in any work week.
- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- If the work shift is at least 12 hours, there must be a daily rest period of at least 11 hours before and after the work shift.
- After four (4) consecutive 12-hour work shifts, the employee must have uninterrupted leave of at least 35 hours.

Application instructions: When the employer and employee agree on a work shift of more than 15 hours, the work week must not exceed 48 hours.

An agreement on long shifts must be made in writing (see Definitions).

The agreement must state whether it is valid indefinitely or for a fixed term.

In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one (1) period of period-based work, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party with one (1) month's notice.

6.2.2.2 Extension of daily working time to more than 16 hours

For work in which the need for assistance exceeds 16 hours a day and the need for active assistance focusses on part of the work shift or is sporadic during the work shift, the employer and the employee can agree to extend the daily maximum working time to 16–24 hours, provided that:

- The working time is adjusted to the regular working time referred to in Section 6.2.1.
The work shift must not exceed 48 hours.
The regular working time must not exceed 48 hours in any work week.
- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- A shift longer than 16 hours may be immediately preceded by no more than two (2) work shifts, and the employee must have leave of at least 11 hours before the shift starts.
The shift must be immediately followed by 35 hours of leave.

Application instructions: When the employer and employee agree on a work shift of more than 16 hours, the work week in which said shift has been agreed must not exceed 48 hours.

An agreement on long shifts must be made in writing (see Definitions).
The agreement must state whether it is valid indefinitely or for a fixed term.
In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one (1) period of period-based work, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party with one (1) month's notice.

6.2.2.3 Derogation from daily working time and rest periods during trips

The employer and employee may agree on the daily working time and rest periods in derogation of the provisions of HetaTES for the duration of a trip to another municipality or abroad.
Derogations may be applied for a period of no more than 30 days.

The restrictions on consecutive night shifts, however, are taken into consideration in accordance with the Working Time Act.

The employee must be given uninterrupted leave of at least 24 hours after five (5) consecutive night shifts. Two (2) night shifts can be performed consecutively after the fifth (5th) night shift, however, provided that the employee has separately consented to both.

A derogation does not have to be agreed on if, during a trip, it is possible to abide by the daily working time and HetaTES's provisions on rest periods.

A compensatory rest period must be given in accordance with the Working Time Act.

Application instructions: The period's maximum working time does not have to be observed during the trip, but the working time must be adjusted as referred to in this section.

An agreement on travel time must be made in writing (see Definitions).

It must indicate the duration of the daily working time, possible days of leave during the trip and how the working time is adjusted.

A work schedule covering the entire periods required for adjustment that has been accepted and signed in advance by the parties can also be considered as a written agreement.

Application instructions: Heta and JHL recommend that the employer and the employee discuss the conditions of the destination and the travel, as well as the work to be carried out during the trip before concluding the agreement.

An agreement can be made provided that the active need for assistance focusses on part of the work shift or is sporadic during the work shift and provided that:

- During a work shift longer than 10 hours, the employee must be given the opportunity to sleep during the night, unless the need for essential assistance dictates otherwise.
If the working time during a trip is at least 24 hours, the employee shall have the possibility to sleep for at least seven (7) hours straight, notwithstanding possible brief moments of providing assistance.
An exception to providing the opportunity to sleep can be made if the circumstances, for instance during events or while in modes of transport during trips, are such that giving the employee an opportunity to sleep cannot reasonably be arranged.
- If the trip lasts for more than 24 hours, it must be preceded by at least 11 hours of leave and followed by at least 35 hours of leave.
- If possible, the weekly rest period must also be observed during the trip.
If this is not possible, the employee's duties must be limited to essential assistance duties for at least one (1) day a week.
Weekly rest periods that are not taken during trip are given when the trip ends.
- If agreement on the working time adjustment cannot be reached, adjustment leave as well as any possible untaken daily and weekly rest periods shall be given immediately after the trip.

If the working time of the travelling or other employees cannot be adjusted during the normal period being applied, the working time can be adjusted over several periods.

The employer must, prior to the start of a trip, prepare a work schedule for the periods needed to adjust the working time.

The minimum length of the work schedule depends on the number of periods needed for the adjustment. In all cases, an adjustment scheme stating at least the working time in each employee's period must be prepared for the exceeding periods as follows:

Length of period	2 weeks	3 weeks	4 weeks
Max. adjustment time	8 periods	5 periods	4 periods
Max. working time during a period	80 hours	120 hours	160 hours
If the working time adjustment requires at least a work schedule must be prepared for at least	5 periods	4 periods	3 periods
and the scheme must be supplemented with the daily working time at the latest one week before	4 periods the start of the 5th period	3 periods the start of the 4th period	2 periods the start of the 3rd period

Table 2. Working time adjustment for several periods

The employer must agree with the employee on the working time arrangements during the trip and, if necessary, on changing the work schedule.

A period of working-time adjustment starts on the first day of the period in which a trip begins. All regular working time hours in the period count in full towards the number of hours to be adjusted, regardless of whether they were worked before, during or after the trip.

Application instructions: Any time in the work schedule remaining outside of a work trip can be used to adjust the working time. It is thus possible to adjust the working time even before the start of the trip.

If the start of a trip falls in a period that has not yet begun, the maximum regular working times for the periods can be exceeded only for work performed during the trip.

If the start of a trip falls in a period that has already begun: The maximum regular working time for a period other than the start of a trip can be exceeded only for work performed during the trip.

Overtime is defined based on the work schedule, which is prepared in accordance with the collective agreement, and the actual work hours.

6.3 Working time in night work

Night work is possible in the work performed by a personal assistant.

Night work is permitted if there is a need for assistance also during the night.

When performing night work, the mandatory provisions of the Working Time Act must be taken into account; the provisions may limit night work if night work takes place regularly.

Application instructions: At the time of HetaTES's entry into force, night work is subject to limits in period-based work and in continuous shift work.

6.4 Working time in connection with absences and annual holidays

6.4.1 Absences that fall on workdays and were known before the work schedule was prepared

Days of absence that fall on workdays and were known before the work schedule was prepared shorten the working time in a week, an adjustment period or a period of period-based work by eight (8) hours for full-time work and by the average amount of daily working time for part-time work.

The threshold for additional work and overtime in a week, an adjustment period or a period of period-based work is lowered by the same number of hours.

If the working time has been specified in the employment contract per month, a day of absence that falls on a workday and was known before the work schedule was prepared shortens the monthly working time such that the monthly working time stated in the employment contract is always divided by 21.75.

Application instructions: The figure 21.75 is obtained by multiplying the number of workdays (5) in a work week by 4.35 (the average number of weeks in a month during the calendar year).

6.4.2 Absences that became known after the work schedule was confirmed

Absences that became known after the work schedule was confirmed lower the threshold for additional work and overtime in accordance with the working hours of the absence periods that are entered in the work schedule.

Section 7 Rest periods

7.1 Daily breaks

7.1.1 Meal break

If a work shift exceeds six (6) hours, the employee shall be given the opportunity to have a meal during the working time.

The employer and the employee may also agree on a meal break of at least 30 minutes, during which time the employee can freely leave the workplace.

If the employee is permitted to leave the workplace during the meal break, the meal break is not counted as working time.

If a work shift exceeds 12 hours, the employee must be given the opportunity to take two (2) of the above-mentioned meal breaks.

Application instructions: Appropriate appliances for storing and warming up food and drinks brought by the employee must be provided as necessary.
(Government decree on safety and health requirements in workplaces)

7.1.2 Coffee break

During a work shift, the employee shall be given the opportunity to take one (1) ten-minute coffee break during their working time for each full four (4) hours.

Application instructions: If the need for assistance is such that the employee's continuous presence is essential for the disabled individual, the duties during the coffee break must, however, be limited to those that are the most essential.

7.1.3 Rest break

If the working time exceeds 10 hours in one day, the employee is entitled to a 30-minute rest break after working for eight (8) hours.

The employer and the employee can agree on whether the employee is entitled to leave the workplace during the break.

Application instructions: If the need for assistance is such that the employee's continuous presence is essential for the disabled individual, the duties during the rest break must, however, be limited to those that are the most essential.

Example table of scheduled daily breaks and opportunities to sleep

	Work shift longer than						
BREAK	4 h	6 h	8 h	10 h	12 h	16 h	24 h
coffee break	1	1	2	2	3	4	6
meal break	0	1	1	1	2	2	2
rest break	0	0	0	1	1	1	2
opportunity to sleep	0	0	0	during the night	during the night	during the night	during the night (min. of 7 h during travel)

Table 3. Scheduling of daily breaks

7.2 Daily rest period

The daily rest period according to HetaTES: During the 24 hours following the start of each shift, the employee must be given an uninterrupted rest period of at least nine (9) hours.

In cases where other provisions of HetaTES allow it, the daily rest period can be less than nine (9) hours.

Application instructions: Agreement on, e.g. long shifts or travel time may lead to a shortened daily rest period.

The daily rest period is also provided for in the Working Time Act, and is in part mandatory.

If it follows from the provisions of the collective agreement that the employee's rest period is shorter than the statutory rest period, the shortfall in the rest period must be granted as a compensatory rest period in accordance with the provisions of the Working Time Act.

7.3 Weekly rest period

The employee must be given an uninterrupted weekly rest period of at least 35 hours each calendar week.

The employer may move the weekly rest period for a single calendar week to the previous or following week.

When applying adjustment periods or in period-based work, weekly rest must be given during the same period.

This provision may be derogated from when applying the working time derogations during trips referred to in sections 6.1.2.3 and 6.2.2.3.

Section 8 Work schedule

The employer is responsible for preparing the work schedule.

It must be drawn up within the general working time for at least one full week or, in an adjustment period, for the full adjustment period (2–8 weeks) and in period-based work, for the full period (2, 3 or 4 weeks). The employee must be given the work schedule well in advance, however at the latest one week before the start of each work schedule.

An adjustment period or a period applied in period-based work and the work schedule always begin on Monday, unless some other start day to the work week is agreed on in writing.

The work schedule must indicate the employee's workdays and days off, the start and end times of the regular daily working time and the meal break, if the employee can freely leave the workplace during the meal break.

When applying four-, six- or eight-week adjustment periods (4, 6, or 8), the employer and employee can agree that the work shifts, including times, shall be entered in the work schedule only for the first half of the adjustment period (2, 3 or 4 weeks).

For the second half of the adjustment period, only the workdays need to be entered.

This means that the work schedule must be supplemented with the second half's daily working times such that the employee can see them one week before the second half of the adjustment period begins.

The work schedule can be valid indefinitely, unless the placement of the regular working time varies.

The employer can change a work schedule that is valid indefinitely by issuing a new work schedule at least one week before the change takes effect.

A change may be temporary or valid indefinitely.

The employer may terminate a work schedule that is valid indefinitely with at least one week's notice.

The following must be taken into account when preparing the work schedule:

- The daily regular working time, excluding the meal break, shall be arranged as a continuous period, unless there are justified grounds for some other arrangement.
- Impractically brief work shifts should be avoided.
Shifts of less than four (4) hours should not be applied unless required by the employee's needs or there is a justified work-based reason for it, or a resolution on assistance by virtue of the Act on Services and Assistance for the Disabled dictates that the work shift shall be shorter than that.
- The work shift cannot be entered in the work schedule as starting between 1.00–6.00 without a justified reason (e.g. travel schedules).

The work schedule can only be altered by agreement or following an unforeseeable change to the prerequisites for having the work carried out.

Even in unforeseen circumstances, changes should be agreed on whenever possible, and the employee should be informed of any changes at the earliest opportunity.

Work schedule changes must be verifiable for at least the statutory expiry periods.

Section 9 Weekday public holidays

Good Friday, Easter Monday, Ascension Thursday and Midsummer's Eve and – when these fall on a day other than Saturday or Sunday – New Year's Day, Epiphany, May Day, Independence Day, Christmas Eve, Christmas Day and Saint Stephen's Day are extra paid days off.

If it is not possible to give the employee the above-mentioned days off, the regular personal hourly wage plus double the personal hourly wage, which includes compensation for a lost weekday public holiday and remuneration for Sunday work, is paid for the working hours performed on the weekday public holiday.

The employee is entitled to weekday public holiday and compensation for a weekday public holiday if their employment has lasted or will last at least two (2) weeks.

An on-demand employee is entitled to weekday public holiday and compensation for a weekday public holiday if the work period that includes a weekday public holiday has lasted or will last at least two (2) weeks.

A weekday public holiday that coincides with an employee's sick day or an agreed day of paid or unpaid leave does not entitle the employee to compensation for a weekday public holiday or an equivalent day of paid leave at any other time.

Application instructions: A weekday public holiday as referred to in the collective agreement does not count as annual holidays.

If a weekday public holiday falls within the employee's annual holiday, it is a paid day off for the employee.

Application instructions: If an employee is on paid sick leave on a weekday public holiday that, according to the work schedule, would have been a work shift for them, the employee's hourly wage is the regular personal hourly wage.

Application instructions: For the purposes of this provision, an employee's unpaid leave means, for example, unpaid family leave, study leave or work leave agreed with the employee, not the employee's normal days off.

The changes to Section 9 concerning situations where an employee's day off coincides with a weekday public holiday enter into force on 1 June 2025. Up to then, the wording in Section 9 of HetaTES for 1 October 2023 – 30 April 2025 is followed.

When preparing the work schedule and calculating the additional work and overtime, each weekday public holiday that is given as a day off corresponds in working hours to the employee's average daily working time (agreed weekly working time divided by five [5]).

Application instructions: Pay for a weekday public holiday given as time off

When wages are paid twice a month on the basis of the number of hours worked, the employee is paid their normal personal hourly wages for a weekday public holiday as though they had been at work for an amount corresponding to their average daily working time (agreed weekly working time divided by 5).

If weekly working time or working time for an adjustment period or a period of period-based work has not been specified for the employee, the average daily working time is calculated such that the actual number of hours worked during the full 12 weeks immediately

preceding the holiday is divided by 60 (= 12 weeks x 5 workdays).

If the employment relationship has not lasted a full 12 weeks, the average daily working time is calculated by dividing the working hours of the full weeks of employment by the same period's calendar workdays (5 workdays/week).

When wages are paid regularly every month, the employee is paid their normal monthly wages with no reductions.

Application instructions: Taking time off into account in the working time of an adjustment period or period of period-based work

When preparing the work schedule and calculating the additional work and overtime, each weekday public holiday that is given as time off corresponds in working hours to the employee's average daily working time (agreed weekly working time divided by 5).

The weekday public holiday thus reduces the actual working time to be carried out in the week, adjustment period or period of period-based work in question.

Application instructions: Impact of work performed during a weekday public holiday on the threshold for additional work and overtime

Working hours performed during a weekday public holiday do not lower the additional work and overtime thresholds.

Additional work and overtime result if the working time, including hours worked on a weekday public holiday, exceeds the working time defined in Section 10.

Examples:

1. The employee has an employment contract that is valid indefinitely and works 40 hours per week.

Tuesday is a public holiday.

It is a day off for the employee, for which they are paid 40/5, i.e. wages for eight (8) hours of work.

A weekday public holiday that is given as time off is counted as an average workday, which means that a maximum of 32 working hours (40 minus 8) can be recorded for the other days of that week. Since a weekday public holiday given as time off is taken into account when calculating overtime, overtime arises if the working time exceeds 32 hours.

The work schedule must include at least a 35-hour rest period in addition to the weekday public holiday.

2. The employee's working time is 40 hours per week.

Wednesday is a public holiday and the employee works eight (8) hours on that day.

The employee is paid their personal hourly wage for the public holiday, remuneration for Sunday work and compensation for a weekday public holiday – i.e. 3 x 8 hours of wages in total.

Since the employee works their normal 40 hours during a week that includes a public holiday, no overtime arises.

3. The employee has an employment contract that is valid indefinitely, and has varying work hours. The employee is at work 1–18 December, and Independence Day, which falls during those days, is a day off for them.

Since the work period lasts at least two (2) weeks, the employee is entitled to time off for a weekday public holiday or to compensation for a weekday public holiday.

The employee is paid for Independence Day according to the average length of the workday for the work period in question.

4. The employee has an employment contract that is valid indefinitely, and has varying work hours. The employee is at work 22–31 December.

Since the work period, which includes a weekday public holiday, does not last for a full two (2) weeks, the employee is not entitled to an extra paid day off or compensation for a weekday public holiday.

The employee does not work on Saint Stephen's Day, which falls on a Monday.

Saint Stephen's Day is a normal weekly rest day or the second day off of the week for the employee, and it is unpaid.

If the employee were to work on Saint Stephen's Day, they would be paid their personal hourly wage plus remuneration for Sunday work, but not compensation for a weekday public holiday.

Section 10 Additional work and overtime

10.1 Additional work

Additional work is considered to be work carried out by a part-time employee in addition to the agreed working time, up to the maximum working time stated in HetaTES.

Additional work requires the employee's consent.

The employee's personal hourly wage is paid for additional work hours.

10.2 Overtime in general working time

Overtime is work that is carried out on the initiative of the employer and which exceeds the working time referred to in Section 6.1 of HetaTES.

Overtime is permitted with the employee's consent and within the limits permitted by law.

Overtime can be daily, weekly or by adjustment period.

Daily overtime arises when

- the daily working time exceeds eight (8) hours, or
- an extension of the daily working time has been agreed in accordance with Section 6.1.2 and the agreed working time has been exceeded.

Weekly overtime arises when

- the weekly working time exceeds 40 hours and adjustment periods are not applied
- when applying adjustment periods, the working time during a single week exceeds 48 hours. This overtime threshold is not in effect, however, during a trip (Section 6.1.2.3).

Overtime during an adjustment period arises when

- the working time exceeds the regular working time of the adjustment period (Section 6.1.1).

Application instructions: Overtime during an adjustment period does not arise if the working time while applying adjustment periods adjusts to an average of 40 hours per week.

Overtime is compensated, regardless of whether the overtime arises as a result of exceeding the maximum daily, weekly or adjustment period working time.

For the first three (3) overtime hours, wages plus 50% are paid.

For the subsequent overtime hours, wages plus 100% are paid.

10.3 Overtime in period-based work

Overtime arises in period-based work when the working time in the period exceeds the period's maximum working time as per Section 6.2.1.

Application instructions: The period-based work referred to in Section 6.2.1 of the collective agreement does not result in daily or weekly overtime.

The employer must, however, ensure that rest periods are taken in period-based work in accordance with HetaTES and mandatory legislation.

In period-based work, overtime is compensated based on the length of the period as follows:

length of period	wages plus 50%	wages plus 100%
2 weeks	for the first 12 overtime hours	for the subsequent overtime hours
3 weeks	for the first 18 overtime hours	for the subsequent overtime hours
4 weeks	for the first 24 overtime hours	for the subsequent overtime hours

Table 4. Compensation of overtime in period-based working time

10.4 Agreement on derogating from overtime compensation

The employer and employee can agree on overtime work with no overtime compensation.

No more than 168 hours (avg. 14 hours/month) of overtime can be performed during the calendar year without overtime compensation.

With the exception of overtime compensation, the employee has the right to obtain other working time compensation (increments) for the hours they have worked.

Derogations from overtime compensation must be agreed in writing (see Definitions), and the agreement must indicate the parties involved, the period of validity and that the matter concerns agreement on derogating from overtime compensation in accordance with Section 10.4 of this HetaTES.

The agreement can be valid indefinitely or for a fixed term.

The notice period for an agreement that is valid indefinitely is one (1) month.

A fixed-term agreement that has lasted longer than one year can be terminated in the same way as an agreement that is valid indefinitely.

Regardless of the agreement concerning derogating from overtime compensation, every instance of overtime must be separately agreed on between the employer and employee.

The employer is responsible for maintaining a working time register and for ensuring that the working time does not exceed the maximum amount stipulated in the Working Time Act.

Section 11 Other working time compensation

11.1 Sunday work

The Sunday increment for working on a Sunday consists of the personal hourly wage plus 100%. This concerns Sunday work, as well as work carried out on New Year's Day, Epiphany, Good Friday, Easter Saturday, Easter Monday, May Day, Ascension Day, Midsummer's Eve, Midsummer Day, All Saints' Day, Independence Day, Christmas Eve, Christmas Day and Saint Stephen's Day.

The Sunday increment is also paid for the day preceding the aforementioned days for work carried out between 21.00 and 24.00.

The exception to this is the days preceding Midsummer's Even and Christmas Eve.

11.2 Saturday work

For hours worked on a Saturday, the personal hourly wage plus 25% is paid as a Saturday increment. The Saturday increment is not paid if a Sunday increment is paid for the same period.

11.3 Evening work

Evening work compensation is paid for work carried out between the hours of 18.00 and 21.00. The compensation consists of the employee's personal hourly wage plus 15%.

11.4 Night work

Night work compensation is paid for work carried out between the hours of 21.00 and 6.00. The compensation consists of the employee's personal hourly wage plus 30% in general working time and plus 40% in period-based work.

The 40% compensation for night work in period-based work is paid for shifts starting on or after 1 January 2026.

For shifts before then, in period-based working time the employee is paid their personal hourly wage plus 30%.

Example. An employee's work shift is on Saturday, from 14.00 to 22.00.

The employee is entitled to the Saturday increment from 14.00 to 21.00, to the evening increment from 18.00 to 21.00 and to the night increment and Sunday increment from 21.00 to 22.00.

All increments are calculated based on the employee's personal hourly wage.

11.5 Compensation for a long work shift

If, when following general working time, an agreement on derogating from the regular working time has been made with an employee as referred to in sections 6.1.2.1 or 6.1.2.2, the employee shall be paid compensation for a long work shift as follows:

if the work shift is longer than 12.0 hours, 40 euros, or
if the work shift is longer than 16.0 hours, 70 euros, or
if the work shift is longer than 24.0 hours, 100 euros, or
if the work shift is longer than 36.0 hours, 150 euros.

If, when applying period-based working time, an agreement on derogating from the regular working time has been made with an employee as referred to in Section 6.2.2.2, the employee shall be paid compensation for a long work shift as follows:

if the work shift is longer than 16.0 hours, 70 euros, or
if the work shift is longer than 24.0 hours, 100 euros, or
if the work shift is longer than 36.0 hours, 150 euros.

If an agreement on derogating from the daily working time and rest periods during trips has been made with the employee as referred to in sections 6.1.2.3 or 6.2.2.3, compensation is not paid.

The aforementioned compensation is paid if an agreement on derogating from the regular working time has been made on the employer's initiative.

Compensation is not paid if an agreement on derogating from the regular working time has been made on the employee's initiative.

If a single long work shift is carried out on the employee's initiative, no compensation is paid, even if the agreement was made on the employer's initiative.

Section 12 Pay

The wages referred to in HetaTES are hourly wages.

Pay is determined according to the pay group (A, B1, B2 or C), the accumulated experience increment and the location of the workplace (Helsinki Capital Region or elsewhere in Finland).

Duties in pay groups B1, B2 and C are defined in the appendix to this collective agreement (Duties in pay groups B1, B2 and C).

12.1 Pay group A

An employee shall be paid hourly wages of at least pay group A if their work duties mainly consist of providing assistance in day-to-day activities, work, studies, social interaction, leisure activities or civic participation, and they do not entitle the employee to the hourly wages of pay groups B1, B2 or C.

Wages in pay group A until 30 June 2025

The employee's personal hourly wage and experience increment in pay group A are determined according to the HetaTES of 1 October 2023 – 30 April 2025.

Wages in pay group A as of 1 July 2025

Under HetaTES, the minimum hourly wage in pay group A as of 1 July 2025 is:

- elsewhere in Finland €12.89
- in the Helsinki Capital Region €13.05

Wages in pay group A as of 1 July 2026

Under HetaTES, the minimum hourly wage in pay group A as of 1 July 2026 is:

- elsewhere in Finland €13.23
- in the Helsinki Capital Region €13.39

Wages in pay group A as of 1 July 2027

Under HetaTES, the minimum hourly wage in pay group A as of 1 July 2027 is:

- elsewhere in Finland €13.56
- in the Helsinki Capital Region €13.72

Every employee's personal hourly wage, however, will be increased by at least 27 cents as of 1 July 2025, 1 July 2026, and 1 July 2027.

In this collective agreement, "Helsinki Capital Region" refers to Helsinki, Espoo, Vantaa and Kauniainen.

12.2 Pay group B (B1 and B2)

Pay group B has been divided into sub-groups B1 and B2.

The employee is paid at least the personal hourly wage of pay group B if their duties permanently include the type of demanding personal care or other duties that Heta and JHL have jointly confirmed as belonging to pay group B.

The condition for receiving wages in pay group B is additionally that the object of the duty must be the person to whom personal assistance has been granted.

The permanence of the duty is always assessed by case and by employee.

The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

Heta and JHL shall update the list of duties in pay group B that is appended to this HetaTES in accordance with the principles of continuous negotiation (Appendix 1).

Wages in pay group B (B1 and B2) until 30 June 2025

The employee's personal hourly wage and experience increment in pay group B are determined according to the HetaTES of 1 October 2023 – 30 April 2025.

Wages in pay group B1 as of 1 July 2025

Under HetaTES, the minimum hourly wage in pay group B1 as of 1 July 2025 is:

- elsewhere in Finland €13.39
- in the Helsinki Capital Region €13.55

Wages in pay group B1 as of 1 July 2026

Under HetaTES, the minimum hourly wage in pay group B1 as of 1 July 2026 is:

- elsewhere in Finland €13.73
- in the Helsinki Capital Region €13.89

Wages in pay group B1 as of 1 July 2027

Under HetaTES, the minimum hourly wage in pay group B1 as of 1 July 2027 is:

- elsewhere in Finland €14.06
- in the Helsinki Capital Region €14.22

Wages in pay group B2 as of 1 July 2025

Under HetaTES, the minimum hourly wage in pay group B2 as of 1 July 2025 is:

- elsewhere in Finland €13.89
- in the Helsinki Capital Region €14.05

Wages in pay group B2 as of 1 July 2026

Under HetaTES, the minimum hourly wage in pay group B2 as of 1 July 2026 is:

- elsewhere in Finland €14.23
- in the Helsinki Capital Region €14.39

Wages in pay group B2 as of 1 July 2027

Under HetaTES, the minimum hourly wage in pay group B2 as of 1 July 2027 is:

- elsewhere in Finland €14.56
- in the Helsinki Capital Region €14.72

Every employee's personal hourly wage, however, will be increased by at least 27 cents as of 1 July 2025, 1 July 2026, and 1 July 2027.

In this collective agreement, "Helsinki Capital Region" refers to Helsinki, Espoo, Vantaa and Kauniainen.

12.3 Pay group C

The employee is paid at least the personal hourly wage of pay group C if their duties permanently include the type of demanding duties that Heta and JHL have jointly confirmed as belonging to pay group C. The condition for receiving wages in pay group C is additionally that the object of the duty must be the person to whom personal assistance has been granted.

The permanence of the duty is always assessed by case and by employee.

The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

Heta and JHL shall update the list of duties in pay group C that is appended to this HetaTES in accordance with the principles of continuous negotiation (Appendix 1).

Wages in pay group C until 30 June 2025

The employee's personal hourly wage and experience increment in pay group C are determined according to the HetaTES of 1 October 2023 – 30 April 2025.

Wages in pay group C as of 1 July 2025

Under HetaTES, the minimum hourly wage in pay group C as of 1 July 2025 is:

- elsewhere in Finland €14.39
- in the Helsinki Capital Region €14.55

Wages in pay group C as of 1 July 2026

Under HetaTES, the minimum hourly wage in pay group C as of 1 July 2026 is:

- elsewhere in Finland €14.73
- in the Helsinki Capital Region €14.89

Wages in pay group C as of 1 July 2027

Under HetaTES, the minimum hourly wage in pay group C as of 1 July 2027 is:

- elsewhere in Finland €15.06
- in the Helsinki Capital Region €15.22

Every employee's personal hourly wage, however, will be increased by at least 27 cents as of 1 July 2025, 1 July 2026, and 1 July 2027.

In this collective agreement, "Helsinki Capital Region" refers to Helsinki, Espoo, Vantaa and Kauniainen.

12.4 Experience increments

An employee's minimum hourly wage under the collective agreement increases after the following months of work entitling to the experience increment: 12 months (1 year), 36 months (3 years), 60 months (5 years), 96 months (8 years), 132 months (11 years) and 168 months (14 years).

As of 1 July 2025, a 1.25 per cent experience increment will be made to employees' current hourly wage when they move to the one (1) or three (3) year experience increment category, a 1.7 per cent experience increment will be made when they move to the five (5) or eight (8) year experience increment category, and a 2.0 per cent experience increment will be made when they move to the 11 or 14 year experience increment category.

Until 30 June 2025, the employee's current hourly wage is always increased by a 1.25 per cent experience increment when they advance to the next experience increment.

The experience increments are applied as described above also if the employee's personal wage is higher than the minimum hourly wage stated in this collective agreement.

Work that entitles an employee to the experience increment is deemed to be the months of work as a personal assistant or in similar duties in which the employee worked for at least 30 hours or 14 days in one or more employment relationships.

The accrual of the experience increment based on at least 30 hours of work per month takes into account months of work as of 1 January 2022.

The experience increment based on at least 30 hours of work per month is not, however, paid retroactively to an employee for periods before 1 January 2024.

Prior to 1 January 2022, work that entitles an employee to the experience increment is deemed to be the months of work as a personal assistant or in similar duties in which the employee worked for at least 35 hours or 14 days in one or more employment relationships.

Application instructions: Work that is carried out as a personal assistant is taken into account as entitling to the experience increment, regardless of which pay group's duties the employee previously carried out.

On the other hand, in duties similar to personal assistance, the previous duties are compared with the current duties.

One (1) month of work can accumulate the experience increment only by one (1) month.

Application instructions: If the employee has more than one (1) employment relationship, they can only accrue one (1) month of work entitling to the experience increment in one (1) month.

The employee must present a certificate of employment or some other reliable written account of experience that counts towards the experience increment from their other employment relationships. The written account should be presented to the employer at the latest within one month from the start of the employment relationship or accrual of the experience increment.

If the account is presented retroactively, the experience increment based on this employment relationship shall be paid for a retroactive period of no more than one (1) year from when the account was presented.

Application instructions: When calculating the months of work entitling to the experience increment, periods that have been included in the employee's employment relationships and which are deemed to be a period equivalent to time at work pursuant to Section 7 of the Annual Holidays Act are also taken into account.

A period equivalent to time at work is thus, e.g. the employee's pregnancy, special pregnancy or parental leave, sick leave or lay-off, as per Section 7 of the Annual Holidays Act. Previous personal assistant or similar employment relationships are also taken into account as a period equivalent to time at work.

Minimum hourly wages including the experience increment until 30 June 2025

Until 30 June 2025, the experience increment is determined in accordance with the experience increment table in the HetaTES of 1 October 2023 – 30 April 2025 (pp. 30–31).

Minimum hourly wages including the experience increment as of 1 July 2025, 1 July 2026 and 1 July 2027:

Elsewhere in Finland
1 July 2025

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€12.89	€13.05	€13.21	€13.43	€13.66	€13.93	€14.21
Pay group B1	€13.39	€13.56	€13.73	€13.96	€14.20	€14.48	€14.77
Pay group B2	€13.89	€14.06	€14.24	€14.48	€14.73	€15.02	€15.32
Pay group C	€14.39	€14.57	€14.75	€15.00	€15.26	€15.57	€15.88

Elsewhere in Finland
1 July 2026

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€13.23	€13.40	€13.57	€13.80	€14.03	€14.31	€14.60
Pay group B1	€13.73	€13.90	€14.07	€14.31	€14.55	€14.84	€15.14
Pay group B2	€14.23	€14.41	€14.59	€14.84	€15.09	€15.39	€15.70
Pay group C	€14.73	€14.91	€15.10	€15.36	€15.62	€15.93	€16.25

Elsewhere in Finland
1 July 2027

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€13.56	€13.73	€13.90	€14.14	€14.38	€14.67	€14.96
Pay group B1	€14.06	€14.24	€14.42	€14.67	€14.92	€15.22	€15.52
Pay group B2	€14.56	€14.74	€14.92	€15.17	€15.43	€15.74	€16.05
Pay group C	€15.06	€15.25	€15.44	€15.70	€15.97	€16.29	€16.62

Helsinki Capital Region **1 July
2025**

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€13.05	€13.21	€13.38	€13.61	€13.84	€14.12	€14.40
Pay group B1	€13.55	€13.72	€13.89	€14.13	€14.37	€14.66	€14.95
Pay group B2	€14.05	€14.23	€14.41	€14.65	€14.90	€15.20	€15.50
Pay group C	€14.55	€14.73	€14.91	€15.16	€15.42	€15.73	€16.04

Helsinki Capital Region **1 July
2026**

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€13.39	€13.56	€13.73	€13.96	€14.20	€14.48	€14.77
Pay group B1	€13.89	€14.06	€14.24	€14.48	€14.73	€15.02	€15.32
Pay group B2	€14.39	€14.57	€14.75	€15.00	€15.26	€15.57	€15.88
Pay group C	€14.89	€15.08	€15.27	€15.53	€15.79	€16.11	€16.43

Helsinki Capital Region **1 July
2027**

Work experience months (years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)	132 (11)	168 (14)
Pay group A	€13.72	€13.89	€14.06	€14.30	€14.54	€14.83	€15.13
Pay group B1	€14.22	€14.40	€14.58	€14.83	€15.08	€15.38	€15.69
Pay group B2	€14.72	€14.90	€15.09	€15.35	€15.61	€15.92	€16.24
Pay group C	€15.22	€15.41	€15.60	€15.87	€16.14	€16.46	€16.79

12.5 Payment of wages

Wages are generally paid twice a month.

In this case, work performed in the first half of the month, including working time compensation (increments) is paid at the latest on the last day of that month.

Correspondingly, work performed in the second half of the month, including working time compensation (increments) is paid at the latest on the 15th day of the next month.

Wages can be paid once a month if the employee has regular working time (those working full time) as per the collective agreement or if the employee's basic pay otherwise consists of regular pay.

In this case, basic pay is paid monthly at the latest on the last day of the month, and working time compensation (increments) at the latest on the 15th day of the next month.

Wages are thus calculated as follows: $4.35 \times \text{weekly working time} \times \text{personal hourly wage}$.

If the working time has been specified in the employment contract per month, the wages are calculated by multiplying the number of working hours per month under the employment contract by the personal hourly wage.

Heta and JHL recommend that the above monthly payment of wages be switched to other salary payment practices enabled by HetaTES.

In new employment relationships, the aforementioned payment practice should not be applied without a weighty reason.

The employer and employee can also agree that wages be paid once a month.

In this case, work performed during a calendar month, including working time compensation (increments) is paid at the latest on the 15th day of the next month.

Wages are paid to the financial institution indicated by the employee, and they must be available for withdrawal by the employee on the due date.

The wages must be withdrawable from the bank account indicated by the employee at the latest on the due date.

If the due date does not fall on a banking day, the wages must be withdrawable at the latest on the previous banking day.

When the employment relationship ends, the final pay shall be paid at the latest on the next normal payday.

Section 13 Compensation of travel and other expenses

The employer bears the cost of travel, accommodation and other expenses arising from work duties during trips in Finland and abroad.

The employer is also liable for other additional expenses arising from working somewhere other than the principal workplace (see Definitions).

The employer is also responsible for expenses arising from starting or ending a work shift somewhere other than at the principal workplace.

The employer does not compensate expenses that the assistant incurs during their free time (daily or weekly rest) during a trip.

13.1 Travel and accommodation expenses

The commute from the employee's home to the principal workplace and back does not entitle the employee to travel expense compensation.

Compensation is paid for work travel, however, when it takes place to locations other than the employee's principal workplace.

In this case, the employee's commute from home to the first work location and from the last work location to home is compensated insofar as the costs exceed the round-trip travel expenses between the employee's home and principal workplace.

The expenses are compensated in accordance with the Tax Administration's decision on tax-exempt allowances for business travel valid at any given time.

Commuting costs are compensated primarily according to the price of a single public transport ticket, unless there is a valid reason to use a form of transport other than public transport.

If the employer decides the method of travel, those expenses shall be compensated accordingly.

Work travel that takes place using a vehicle owned or controlled by the employee is compensated according to the actual mode of travel used only when it is more affordable than using public transport. This does not apply to a situation where the employer has decided on a mode of travel or where there is a justified reason to use a mode of travel other than public transport.

Application instructions: A valid reason may be, e.g. the lack of public transport or unreasonably long service intervals.

13.2 Meal allowances

For an overnight trip that lasts until at least 9.00 a.m., the employer is obligated to arrange breakfast for the employee, unless breakfast is included in the employee's accommodation.

The employee is entitled to a meal allowance when travelling within Finland, to a destination outside of the principal workplace.

The allowance is only paid if the employee does not have the opportunity to prepare their own meals or if meals are not arranged in some other way.

For each day of travel abroad, the employee shall have the right to meals paid by the employer or a meal allowance.

The meal allowance is the maximum tax-exempt meal allowance decided by the Finnish Tax Administration.

The right to a meal allowance is as follows:

- two (2) meals for each day of travel that lasts more than 10 hours.
In addition, the travel day must include both lunch (11.00–13.00) and dinner (17.00–19.00) time.
- one (1) meal allowance for each day of travel that lasts more than eight (8) hours.
In addition, the travel day must include either lunch (11.00–13.00) or dinner (17.00–19.00) time.

Application instructions: A travel day begins when the employee leaves their home and ends when they return to their home.

Note! A travel day is not the same as a workday.

During travel abroad, the employee must also have the opportunity to find, considering the price level of the country in question, a reasonably priced place to eat or to buy necessities to prepare a meal, if such is possible at the place of accommodation.

If this does not happen, the employer is liable for the meal expenses.

13.3 Other compensation

The employer also pays the entry fees and other expenses arising from work duties at a location.

Separate provisions regarding costs arising from participation in further vocational training as referred to in this HetaTES are laid down in Section 18 (Further vocational training).

Application instructions: If an employee's work duties include driving a vehicle they own or control, it is recommended that this be agreed in writing.

Agreement on how the employee is to be compensated for expenses arising from the use of their own car should be stated in the employment contract.

Consideration should be given to the use of the assistant's own vehicle when performing work duties.

Agreement is also recommended if the employee drives the employer's car.

The vehicle owner should verify their motor vehicle insurance coverage with their insurance company.

It is important that both the employer and the employee familiarise themselves in advance with how potential traffic accidents will be compensated.

Section 14 Annual holidays

Annual holiday benefits are determined according to the provisions of the Annual Holidays Act and the following provisions.

14.1 Earning annual holidays

The employee earns annual holiday for each full holiday credit month as follows:

1. two (2) weekdays
2. two and a half (2.5) weekdays if
 - 2.1 the employment relationship has, by the end of March, lasted for at least one consecutive year or
 - 2.2 the employee has, by the end of March, worked as a personal assistant or in similar duties for their current or other employers for a total of at least two (2) years over the past five (5) years.
3. three (3) weekdays if the employment relationship has lasted at least 15 years by the end of March.

14.2 Annual holiday pay

For a period of annual holidays, the employee is entitled to receive their regular or average pay in accordance with the regulations of the Annual Holidays Act.

Annual holiday pay is paid on the usual payday in the employment relationship.

If the employee so wishes, they have the right to receive their annual holiday pay as laid down in the Annual Holidays Act.

The request must be made at the latest one month before the start of the employee's holidays.

The provision on the payment of annual holiday pay applies to holidays or parts of holidays that begin no earlier than 1 January 2026.

14.3 Postponement of annual holidays

If the employee is, at the start of or during their annual holiday, or part of it, or carried-over holiday, incapacitated due to an illness, childbirth or accident, their holiday must, at the employee's request, be postponed to a later date.

The right to postpone concerns all annual holidays and carried-over holidays.

If an employee exercises the right to postpone their annual holiday for a reason mentioned above, the employee must provide the employer with a doctor's note from the first day.

The employer may issue written guidelines with a different procedure.

Sick leave certificates and accounts must be given to the employer without delay.

Application instructions: If an employee falls ill during their holiday and cannot, without significant inconvenience, obtain a doctor's note, the employee must nevertheless provide the employer with some other reliable account of their incapacity for work.

Section 15 Holiday bonus

The employee shall be paid a holiday bonus that equals 50% of their annual holiday pay.

The holiday bonus is calculated on the basis of and paid in connection with each holiday's (summer, winter) share of the annual holiday pay.

Application instructions: The employee is entitled to a holiday bonus if this collective agreement is binding on the employer on the day when the annual holiday pay is to be paid. The right to a holiday bonus is not dependent on when the annual holidays were accrued.

In order to receive the holiday bonus, the employee must begin their holiday.

Holiday bonus shall also be paid on the holiday compensation, provided that the employment relationship has lasted at least four (4) consecutive months.

If the employment relationship is cancelled or is deemed to be cancelled pursuant to Chapter 8 of the Employment Contracts Act, the employee is not entitled to a holiday bonus.

There is also no right to a holiday bonus if the employee fails to comply with the notice period or terminates a fixed-term employment relationship in violation of the Employment Contracts Act.

Section 16 Medical examinations and vaccinations

The employee's medical examinations required by a new job or the law count as working time. In this case, the employer pays the necessary travel costs.

The employee has the right to attend medical examinations and receive vaccinations during their working time in the situations listed below.

The condition is that the visits could not be arranged outside of working hours and they have been arranged in a way that avoids unnecessary loss of working time.

The employee must inform the employer of such appointments in advance and without undue delay.

- A visit to a doctor for the diagnosis of an illness, to have treatment or an assistive device (e.g. eyeglasses) prescribed, and specialist physician, laboratory and X-ray examinations prescribed by a doctor in connection with a medical examination.
- Antenatal medical examinations, such as maternity clinic appointments.
- An acute dental problem that requires immediate care.
- Vaccinations required for work.

If an employee needs a vaccination or other medication due to an employer's disability or injury or for reasons related to their work duties, the employer shall bear the costs that are not covered by public health care or occupational health care.

Application instructions: These may be, e.g., seasonal influenza, tetanus or hepatitis vaccinations.

Section 17 Absences

The employee must notify the employer of their incapacity for work or need for temporary child-care leave, as well as the duration thereof, without delay.

The employer must be notified primarily by phone.

The employer may issue guidelines that differ from the above.

17.1 Incapacity for work

The employee can be absent from work due to illness for three (3) days on the basis of their own notification.

For the fourth (4th) day at the latest, the employee must provide the employer with a statement on their incapacity for work written by a health-care professional, or a doctor's note.

The employer has the right, however, to demand that the employee produce a statement written by a health-care professional or a doctor's note as of the first (1st) day of absence.

Sick leave certificates and accounts must be given directly to the employer without delay.

Application instructions: Practices related to absences due to illness, including self-notification procedures, fall under the employer's right to direct.

Wellbeing services counties additionally have different policies concerning whether a sick leave certificate is required for the payment of wages.

For the time being, it has been held that the wellbeing services county compensating the wage costs can demand that a certificate of absence for the days of sick leave be submitted to the county.

The local practice must be confirmed directly with the wellbeing services county.

Heta and JHL recommend that if the wellbeing services counties deviate from the employer's stated practice, they shall at least follow practices that comply with the absence policies that apply to their own employees.

17.2 Sick pay

Sick pay shall comply with the provisions of the Employment Contracts Act, unless otherwise provided for in this agreement.

The payment period for sick pay covers the first day of absence due to illness and the subsequent nine (9) days, however not beyond the start of the employee's right to daily allowance under the Health Insurance Act.

The Health Insurance Act and Kela's practices do not currently allow for the development of a broader range of sick pay in the agreement sector than what is provided for in the Employment Contracts Act. Heta and JHL are united in their will to negotiate regulations regarding sick pay once the above-mentioned obstacles have been removed.

17.3 Temporary child-care leave

If the employee is absent due to the sudden illness of a child under 12 or a disabled child, this absence does not reduce the employee's pay nor does it reduce their annual holidays insofar as the absence is necessary to arrange care.

The right to a paid absence may last no more than three (3) consecutive calendar days, starting from the first day of illness.

The reason for the absence must be certified by a statement given by a health-care professional, unless the employer has instructed otherwise.

The employer has the right to demand that the employee provide an account of why the child's other guardian is unable to take care of the child.

Application instructions: If temporary child-care leave begins during the workday, the employee shall be paid for the work carried out until that time, including any working time compensation.

The remainder of the shift shall thus be considered the first (1st) paid day of absence for temporary child-care leave.

For a period of temporary child-care leave, the employee is paid their personal hourly wage with no working time compensation (increments).

17.4 Brief temporary absences

The following life events falling on a workday, which the employer is notified of without undue delay, are paid days off:

1. the employee's own 50th and 60th birthdays,
2. the death of a family member, and
3. the funeral of a family member or close relative.

Family member means the employee's marital or common law spouse, their children or the children of the employee's spouse, all of whom live in the same household.

Children also includes adopted and foster children.

Close relative means the employee's family members and parents, grandparents, children, grandchildren, brothers, sisters and the parents of the marital or common law spouse.

The absence can be one (1) day at most.

Working hour compensation is not paid for the absence.

An employee cannot get a day off at any other time if the above-mentioned day falls on the employee's day off or annual holiday.

The employer has the right to request an account of the grounds for an absence.

Section 18 Further vocational training

The employee is entitled to two (2) paid training days during the calendar year.

The training must be related to the work of a personal assistant or it must develop the professional skills of a personal assistant, and it must be approved by the employer.

These can include, for example, training in first aid skills, the use of assistive devices, or improving ergonomics.

The employer is not responsible for travel or other additional costs arising from participation in the training.

If the employee participates in training events, the time spent on the training event is counted as working time, however up to a maximum of eight (8) hours per day of training.

If the employer sends the employee for training, the employer and employee shall agree thereon and draw up a written training plan, which both parties shall approve through their signatures.

Application instructions: The training organiser's course programme can also be considered a written plan. The employer and employee mark the time that is counted as working time on the programme and sign it.

Section 19 Group life insurance

The employer is responsible for taking out group life insurance for their employees.

Section 20 Occupational safety and health

The employer is responsible for arranging statutory occupational health care.

The employer must assess the hazards and risks of the work as required by the Occupational Safety and Health Act, using an occupational health care provider or other third-party experts, if necessary.

A workplace survey must be drawn up by the occupational health care provider and made available to the employees at the workplace.

The employer shall procure and provide for use by employees personal protective equipment (e.g. protective gloves) and equipment, for instance, lifting or moving devices, as required by the Occupational Safety and Health Act, as well as provide instructions on their use.

The employee shall follow the orders and instructions given by the employer within the employer's competence.

The employee shall also otherwise observe such order and cleanliness as well as care and caution that is necessary for maintaining safety and health necessitated by their work and the working conditions.

While at work, the employee must wear the kind of regular clothing that is conducive to performing their work duties well.

The employee must take into account the employer's notices concerning special work duties, such as assisting in outdoor activities or sports, that may affect their choice of work clothes.

Sections 7–10 of the Collective Agreements Act do not apply to this provision.

Section 21 Collection of membership fees

If the employee grants authorisation in the matter, JHL's membership fees will be deducted from the employee's pay.

The membership fees are paid as per JHL's instructions.

At the end of the calendar year, the employee is given a statement of the sum that has been deducted.

Section 22 Dispute resolution

The employer and employee shall aim to resolve any disputes related to HetaTES amicably at the workplace.

If the matter cannot be resolved in mutual discussions, both parties have the right to propose that the matter be resolved through local negotiations.

In local negotiations, the parties are entitled to use the assistance of an expert or to agree that the negotiations shall take place between the experts.

A regional officer or an officer of a branch of JHL can act as the employee's expert.

The employer can choose as their expert a person who is familiar with employment relationship matters.

The experts are entitled to obtain the information necessary to settle the matter, such as work schedules and payroll and working time registers, directly from the employer.

The information obtained to resolve the matter is confidential, and the experts may only disclose it to Heta and JHL in connection with the subsequent processing of the matter.

When obtaining and processing the information necessary to investigate the matter, special attention must be paid to the protection of the employer's privacy and the confidentiality of sensitive and otherwise confidential information.

This includes, for instance, information related to family life, relationships, work, studies and business and professional activities.

If the matter cannot be resolved in local negotiations, the parties shall together draw up a written memorandum.

On either party's request, the matter can be referred to JHL and Heta for resolution.

If a resolution on the matter is not reached in negotiations between the unions and the matter concerns an interpretation of this collective agreement, the matter may be referred to the Labour Court for resolution.

Section 23 Valid benefits

HetaTES cannot be used to diminish the employee's benefits that are based on the existing employment relationship.

Application instructions: The employment benefits are based, e.g. on an employment contract or a practice comparable to a contract.

This clause safeguarding the employee's valid benefits does not constitute an obstacle to the employer's right to choose or make changes to the working time system.

The possibility of the employer and the employee to agree on derogations from the regular working time in accordance with sections 6.1.2 or 6.2.2 of this HetaTES does not constitute diminishing existing benefits.

Section 24 Binding nature of the agreement and industrial peace

This agreement binds Heta and JHL, and the employers and employees, and their associations, that belong or which belonged during the validity of the agreement to the aforementioned unions.

Any industrial actions targeted at this HetaTES in its entirety or at any of its individual provisions are prohibited immediately upon the agreement becoming binding on Heta and JHL.

The industrial peace obligation is not valid, however, during a period in which there is no agreement.

Section 25 Validity of the agreement

This collective agreement is valid from 1 May 2025 until 30 April 2028.

The provisions of this agreement are valid until a new agreement enters into force or until it has been established in writing, either jointly or by either party, that negotiations between Heta and JHL have been definitively concluded.

The agreement can be terminated in writing in two (2) situations:

if the provisions of the Disability Services Act concerning personal assistance change during the agreement period, or if reformed disability legislation enters into force and the changes or entry into force have a material impact on how the employer's obligations arising from the collective agreement are to be compensated.

Termination is possible at the earliest two (2) months before the date when a change or a new act enters into force. The notice period is two (2) months.

Heta and JHL will together evaluate the sector's overall situation and financial outlook in January 2027.

After the evaluation, either party will have the opportunity to terminate the collective agreement to take effect on 30 April 2027.

The notice of termination must be submitted to the other party in writing by no later than 28 February 2027.

Heta and JHL shall comply with the principles of continuous negotiation in their mutual relations.

Helsinki, 30 April 2025

Heta – Union of the Employers of Personal Assistants in Finland

JHL – The Trade Union for the Public and Welfare Sectors

Appendices

Appendix 1: Duties in pay groups B1, B2 and C

Duties in pay group B (Appendix 1)

Pay group B has been divided into sub-groups B1 and B2.

The employee is paid at least the personal hourly wage of pay group B if their duties permanently include the type of demanding personal care or other duties that Heta and JHL have jointly confirmed as belonging to pay group B.

The permanence of the duty is always assessed by case and by employee.

The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

The condition for receiving wages in pay group B is additionally that the object of the duty must be the person to whom personal assistance has been granted.

Heta and JHL will update the list of duties in pay group B in accordance with the principles of continuous negotiation.

Duties in pay group B1 are:

Duties that involve lifting or moving the disabled person

- The employee's daily or frequently repeated duties include physically demanding lifting or moving of a disabled person or performing such lifting or moving using assistive devices.

Lifting or moving here refers to a duty belonging to pay group B1 if the disabled person is at least 12 years old.

Assistance with intimate hygiene

- Tasks such as cleaning genital areas and similar tasks that require direct contact with the genital areas.

Measures related to bowel function and bowel movements

- For example, digital rectal exams or using a suppository or micro-enema to empty the bowels.

Duties involving a stoma bag

- The employee's duties include emptying the stoma bag and changing the stoma baseplate.

Duties in pay group B2 are:

Independent dispensation of medications

- If the employee independently dispenses medications, i.e. the employer does not supervise the dispensation of medications, the duties fall within pay group B2.

In practice, this means, e.g. that the employee removes the medication from the package and makes it available to the disabled person in a pill dispenser or doses it into a medicine dispenser (different types of pumps).

- If the employer supervises the dispensation of medications by the employee, this does not constitute independent dispensation of medications, but instead a duty that falls within pay group A.

Supervision by the employer means, e.g. that even if the employee dispenses the medications, the employer is able to verify for themselves which medications they are taking and how much.

If the employee places medications in a pill dispenser or in a medicine dispenser, supervision by the

employer means that the employer is able to verify how the employee places the medication in the dispenser.

Clarification concerning what supervision by the employer means will take effect on 1 July 2025. Until then, for those duties the provisions of the HetaTES collective agreement for the period 1 October 2023–30 April 2025 shall apply.

Dosing and administration of medications given as an injection

- The employee dispenses and administers an injection of insulin or some other medication.

Demanding wound care

- For example, treatment of a permanent or recurring bedsore.

Assistance in ensuring the functioning of the respiratory tract insofar as the duty does not belong to pay group C

- In general, assisting in the use of a ventilator is a duty that falls within pay group B2. However, if the disabled person is able to independently place the attachment (mask) of the ventilator, the duty falls within pay group A, even if the ventilator is used to fully support the person's breathing.
- If the employee's duties include airway suctioning using a suction device, or inducing coughing using a cough assist machine, this duty falls within pay group B2 also if the disabled person does not use any other respiratory support.
- Continuous positive airway pressure (CPAP) treatment for sleep apnoea, or assistance other than what is stipulated in this provision concerning assistance in ensuring the functioning of the respiratory tract, do not fall within the duties of pay group B2, but instead within pay group A.

Inducing coughing using a cough assist machine as a B2 pay group duty will enter into effect on 1 July 2025. Until then, for those duties the provisions of the HetaTES collective agreement for the period 1 October 2023–30 April 2025 shall apply.

Changing a PEG feeding tube

- If an employee's duty is to change the PEG tube, this duty falls within pay group B2.
 - Attaching the feeding tube to a nutrient bottle or bag, or adjusting the drip rate of the nutrient solution are not duties that fall within pay group B2.
- Rinsing the tube is also not a duty that falls within pay group B2.

Catheterisation performed by the employee

Duties related to Cystofix (suprapubic catheter)

- Simply emptying or changing a urinary drainage bag is a duty that falls under pay group A.

Duties in pay group C (Appendix 1)

The employee is paid at least the personal hourly wage of pay group C if their duties permanently include the type of demanding duties that Heta and JHL have jointly confirmed as belonging to pay group C. The condition for receiving wages in pay group C is additionally that the object of the duty must be the person to whom personal assistance has been granted.

The permanence of the duty is always assessed by case and by employee.

The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

Heta and JHL shall update the list of duties in pay group C that is appended to this HetaTES in accordance with the principles of continuous negotiation.

An employee shall be paid the wages of at least pay group C, if the employee acts as:

The personal assistant to a disabled person living on a ventilator

- A further condition is that the assistant's duties include permanently providing assistance in the use of the ventilator.
- However, if the disabled person is able to independently place the attachment (mask) of the ventilator, the duty does not fall within pay group C.

The personal assistant to a disabled person in the terminal care stage

Demanding communication-related duties

- The employee's daily tasks include spoken language interpreting, tactile signing, braille, sign language or manually coded language, and the aforementioned demanding communication skills are a prerequisite for communicating with the disabled person.
- Spoken language interpreting does not have to involve communication by speech or voice. However, a person with a disability must have some means of communication or a set of means that allows them to express themselves and their will with the help of interpretation.
- The work duty does not have to be related to an interaction situation with a so-called third party. The employee's communication skills may be a prerequisite e.g. for effective communication between them and the disabled person.

Clarification of the work duties related to demanding communication will take effect on 1 July 2025. Until then, for those duties the provisions of the HetaTES collective agreement for the period 1 October 2023–30 April 2025 shall apply.