

The **Collective Agreement** for
SENIOR SALARIED EMPLOYEES
in the Energy Industries 1 February 2017 – 31 January 2018

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**FINNISH ENERGY
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

PROTOCOL OF SIGNATURE TO THE COLLECTIVE AGREEMENT

Date 21st of September 2016

Place Finnish Energy, Helsinki

Present FINNISH ENERGY

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1. Agreement period

The new Collective Agreement shall enter into force on the 1st of February 2017 and shall remain in force until the 31st of January 2018.

2. Amendments

2.1

Extension of annual working time by 24 hours as of the 1st of January 2017

2.1.1

Working time shall be extended by establishment-level agreements. This extension of working time shall be agreed upon in a manner that is appropriate considering the work that is done and the working time arrangements in the workplace. The employees' representative, or if a representative has not been elected, the senior salaried employees collectively and the employer come to an agreement by the end of November on how to increase the annual working time of the senior salaried employees by 24 hours without altering the wage level.

This agreement shall be made in writing between the employees' representative and the employer, and it shall be valid for one calendar year at a time and renewable, unless one of the agreement parties withdraws from the agreement in writing by the end of September, in which case the agreement shall terminate at the end of the current year.

The annual working time can be extended, for example, by utilizing midweek public holidays, Saturdays that are not public holidays, leave days which exceed annual holidays, worktime-related leave days, etc. In addition, working time can be extended by prolonging the regular daily working time by no more than four hours per day, converting starting-up and running-down work into regular working time, relocating training included in working time to leisure time, taking into consideration the deduction of 2 work hours per month in a system of flexible working hours or working-time accounts or in other concrete ways.

When negotiating the extension of working time, the family situation and caretaking responsibilities of the senior salaried employee shall be considered.

Unless there is an establishment-level agreement on the extension of working time, it shall be implemented as follows:

A)

In interruptable and uninterrupted working time arrangements (7.5 / 37.5 and the so-called municipal working hours), the annual working time shall be extended by adding at least 30 minutes to the daily working time. The total duration of the daily working time can be no more than 10 hours. The working time can be extended by no more than 8 hours within a period of 4 months. The employer must give seven days' notice of the date and duration of the extended working time.

B)

If regular working time is 8 hours per day and 40 hours per week, the annual working time shall be extended by deducting one worktime-related leave day. The remaining 16 hours of the extension shall be executed according to Subsection A).

C)

In uninterrupted three-shift working, the working time shall be extended by adding 24 hours to the annual working time. The extension of working time applies also to annual working times of uninterrupted three-shift working that differ from the Collective Agreement and are applied in the workplace.

2.1.2

The parties agree that the extension of working time shall be executed by the aforementioned means and the stipulations of the Collective Agreement do not impede the extension of working hours.

The parties agree that the aforementioned extension hours shall be included in the regular working hours assigned to employees and they shall not entitle the employee to salary increases as defined in the Collective Agreement.

2.1.3

The extension of working time shall be executed without alterations to the annual wage level, and this extension is not impeded by the stipulations concerning average working time of the Collective Agreement.

2.1.4

Part-time employment and part-year employment

The extension of the annual working time of part-time senior salaried employees shall be executed in the same proportion that the working hours of part-time employment relate to those of full-time employment.

The extension of the annual working time of senior salaried employees employed during only a part of the year shall be executed proportionately to the worked hours. The same applies to senior salaried employees who have been absent without pay for part of the year.

2.2

Promoting establishment-level agreements

The need for promoting and developing establishment-level agreements shall be investigated so that the mandates of the Protocol of Signature to the Collective Agreement of 1/10/2014 – 31/1/2017 are to be complemented.

2.3

Working-time account system

The development of a working-time account system is included in the mandate of the Protocol of Signature to the Collective Agreement of 1/10/2014 – 31/1/2017. The parties shall look into the possibility of utilizing the Protocol on working-time accounts of the senior salaried employees of the Technology Industries of Finland.

2.4

Survival clause

The parties agree that the Collective Agreement indicates the means to secure the activities of the employer and the workplace by adjusting the terms of employment in agreement with the employees' representative.

Should the company be affected by an exceptional crisis and severe financial difficulties, a written agreement can be made with the employees' representative on temporary alterations to the terms of employment as stipulated in the Collective Agreement for a maximum duration of one year. Either party can withdraw from the agreement at 3 months' notice if the party considers that the grounds for adhering to such an agreement are no longer present.

The need for implementing the survival clause and other actions of the employer to stabilize the situation are defined collectively by the employees' representative and the employer.

3. Working groups

Working groups as defined in Section 4 of the Protocol of Signature to the Collective Agreement of 1/10/2014 – 31/1/2017 shall continue their activities in so far as they are still in progress.

4. The "Work and Earn" summer traineeship programme (Tutustu työelämään ja tienaa)

It was stated that the parties have agreed on continuing the "Work and Earn" summer traineeship programme in accordance with the recommendation of the union confederations at each time during 2017 and 2018.

5. Transitional rules

Transitional rules shall be reformed according to the procedures agreed upon in previous protocols so that they apply to those member companies of Finnish Energy that will transition from the municipal collective agreement to the present Collective Agreement on the 1st of February 2017.

Transition protocols agreed upon between 2007 and 2016 shall be complied with and they shall apply to Collective Agreements.

Revised by

FINNISH ENERGY

Jukka Leskelä

Kari Laaksonen

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Heikki Kauppi

Jouko Malinen

**FINNISH ENERGY INDUSTRIES (ET)
THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

**COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE
ENERGY INDUSTRIES**

1 Scope of application

1.1 This collective agreement shall be applied to senior salaried employees employed by member enterprises of the Finnish Energy Industries.

1.2 The collective agreement shall not cover employees who belong to the management of the company or a part thereof or who otherwise perform managerial duties, comparable experts who assist the management, or employees who represent the company in dealings with senior salaried employees in handling of matters related to employment relationships and who have the right and authorisation to decide on senior salaried employees' terms of employment.

1.3 The provisions of Section 6 shall cover those member enterprises of Finnish Energy Industries that regularly employ more than 30 people.

2 Local bargaining

The local bargaining referred to in this collective agreement may be conducted either between the employer and a senior salaried employee or between a shop steward and the employer. A local agreement concluded with a shop steward is binding for the senior salaried employees whom that shop steward is deemed to represent. A local agreement may be concluded for a fixed term or until further notice. An agreement concluded until further notice may be terminated with three months' notice unless otherwise agreed. The agreement is made in writing if one of the two relevant parties requests this.

3 Working hours

3.1 The regular working hours are 7.5 hours per day and 37.5 hours a week unless there is local agreement otherwise. Working hours shall be reduced when working hours of eight hours per work day / 40 hours per work week have been agreed upon, provided that the employee's annual holiday does not exceed 30 days and that working hours are otherwise reduced only by religious holidays, Midsummer's Eve, Finnish Independence Day, Christmas Eve, New Year's Eve, and 1 May. The amount of reduction in working hours shall be 100 hours in a calendar year. Reduction in working hours applies only for employment contracts signed after 30 November 2004.

3.2 Company- or workplace-specific working hours in place at the time of the signing of this agreement shall not be changed by the provisions of Section 3.1, unless there is local agreement otherwise.

3.3 Annual-leave arrangements not based on the Annual Holidays Act and annually recurring additional days off shall be deducted from the amount of the reduction in working hours.

3.4 Unless there is local agreement otherwise, reduction in working hours shall accrue for a calendar month during which the senior salaried employee has accumulated at least 17 days at work. Days for which the employer pays a wage or compensation for loss of earnings are counted as time at work. The portion of the annual reduction in working hours accumulating during the calendar month described above shall correspond to that month. Leave due to reduction in working hours shall be taken on the date(s) determined by the employer.

3.5 Reduction in working hours shall begin to accrue once the employment relationship has lasted three full calendar months. At this point, the senior salaried employee may apply the reduction in working hours accumulated since the commencement of the employment relationship.

The employee and a senior salaried employee may agree on granting of leave as partial days or on monetary compensation.

3.7 Other arrangements for addressing the provisions of the Working Hours Act pertaining to daily and weekly rest may be agreed on locally.

3.8 Local agreements may be concluded on the maximum limits for hours accumulated in daily, weekly, and flexible working hours. With flexible working hours, the maximum number of hours accumulated in excess of regular working hours may not exceed 100. Leave in consideration of the flexible hours accumulated may also be taken as full days, by local agreement.

3.9 Local agreements may be made on the arrangement of working hours without the restriction set forth in Section 25 of the Working Hours Act.

3.10 Daily and weekly working hours may be arranged in such a way that the average working hours over a period of 52 weeks amount to the working hours specified in paragraph 3.1. In this case, the maximum number of working hours per day may be 12, unless there is local agreement otherwise.

4 Overtime

4.1 Overtime work shall be compensated for in accordance with the Working Hours Act. Fixed monthly compensation for overtime, additional, and Sunday work can be agreed on locally. The appropriate amount of compensation in relation to the work load and in light of the provisions of the Working Hours Act pertaining to compensation shall be reviewed with the senior salaried employee regularly, at least once a calendar year (for example, in connection with the performance appraisal and with changes in duties).

4.2 The principles for reviewing the amount of the fixed monthly compensation shall be agreed on locally with the shop steward.

Implementation term 1: As such, this implementation rule does not prevent use of fixed monthly compensation as compensation for overtime.

Implementation term 2: If the work load of a senior salaried employee changes fundamentally but temporarily because of a project, changes in duties, or a similar factor and the fixed monthly compensation does not correspond to the new situation as a whole, the effect of the changes on the amount of compensation shall be reviewed and agreed upon with the senior salaried employee concerned.

4.3 The calendar year shall be used as the review period for the maximum overtime amount referred to in the Working Hours Act.

5 Co-operation, the shop steward, and the occupational health and safety representative

5.1 It was noted that a basic principle for the parties to the agreement is that this collective agreement shall not in any essential way change the representation, co-operation, and negotiation policies in place at companies for senior salaried employees. The Act on Co-operation within Undertakings (*Laki yhteistoiminnasta yrityksissä, 334/2007*) is not part of this agreement.

5.2 A local co-operation body, handling matters such as those related to development activities, may be established by local agreement. The co-operation body may serve as a substitute for separate committees on co-operation and occupational safety and health and for other, similar committees. This co-operation body may also bear the responsibility for measures and plans in accordance with the Act on Co-operation, Act on Occupational Safety and Health Enforcement, Occupational Health Care Act, and Act on Equality between Women and Men in the extent agreed upon locally.

5.3 Senior salaried employees are entitled to elect a shop steward, along with a deputy shop steward who performs the duties of the shop steward when the latter is unable to do so.

5.4 The shop steward and the deputy shop steward shall be elected from among the senior salaried employees who fall within the scope of this agreement, belong to organisations bound by this agreement, and are familiar with conditions in the workplace. All senior salaried employees working in the relevant workplace shall have the opportunity to participate in the election. When one is requested, the employer shall provide a list of all senior salaried employees working in the relevant workplace at the time of the election.

5.5 The term of office shall be no shorter than one year. The employer shall be notified in writing about the result of the election for shop steward and deputy shop steward and when the deputy shop steward is acting as a substitute for the shop steward.

5.6 The shop steward shall represent senior salaried employees in connection with matters related to employment relationships and the collective agreement. The shop steward shall be provided with information and the opportunity to carry out the shop steward's duties and be granted release from work to the extent required by the performance of said duties. This release shall be taken into consideration in the organisation of the shop steward's work duties. The practical arrangements shall be agreed on locally.

5.7 After the preparation of EK's statistics on salaried employees, the shop steward shall be provided with corresponding information on the senior salaried employees of the company or part thereof. Details of the information to be released shall be agreed upon in more detail by a statistics-oriented co-operation committee composed of representatives of both parties. At least once in a calendar year, the shop steward shall be given a list of the members of the staff group he or she represents. The information released to the shop steward for the purpose of performing shop steward's duties is confidential and shall not be revealed to other companies' shop stewards or passed on otherwise.

5.8 The shop steward elected in accordance with this collective agreement enjoys protection against termination of employment as specified in Chapter 7, Section 10 of the Employment Contracts Act. The shop stewards and deputy shop stewards shall be provided with an opportunity to participate in training necessary for the performance of the shop steward's duties and agreed upon jointly by the confederations, unless that participation would cause considerable detriment to the company's operations. Salary shall not be reduced for the time of training. Training with similar content shall be compensated for only once. Notification about participation in the training must be provided at the earliest opportunity.

5.9 If the employer terminates the shop steward's deputy's employment contract or lays that person off when he or she is not acting as the substitute for the shop steward or otherwise does not act in the role of a shop steward, the termination or layoff is still deemed to have resulted from the shop-steward position of the employee unless the employer can prove that the measure resulted from other factors.

5.10 The provisions of paragraph 5.8 shall be applied also for a senior salaried employee standing for election as shop steward, once the employer has been notified of the candidacy in writing. The protection of candidates commences, at the earliest, three months prior to the beginning of the term of the shop steward to be elected and ends upon the confirmation of the election result. The protection of a shop steward begins when the employer is notified of the election result in writing and ends six months after the ending of his or her term of office as shop steward.

5.11 Provisions pertaining to a shop steward shall be applied to a deputy shop steward when he or she is acting as a substitute for the shop steward.

5.12 Provision of information to a shop steward

The shop steward is entitled to receive the following information on senior salaried employees in his or her sphere of responsibility, upon his or her request, at least once a year:

1. The first and last names of the senior salaried employees and their work e-mail addresses
2. The dates when their employment began
3. The place of work (department within the organisation) and job title

5.13 Unless there is agreement otherwise, the employer shall pay the senior salaried employee acting as a shop steward separate monthly compensation as follows:

Number of senior salaried employees	Compensation, EUR/month
10-100	114
101-200	162
201-400	205
More than 400	299

The amount of the separate monthly compensation payable to the senior salaried employee acting as shop steward shall be, as of 1 February 2015, the following:

Number of senior salaried employees	Compensation, EUR/month
10-100	120
101-200	170
201-400	215
More than 400	314

5.14 When a senior salaried employee serves as an occupational safety and health representative, the amount of the separate monthly compensation payable for the performance of these duties shall be determined in accordance with the Collective Agreement for Salaried Employees in the Energy Industries as valid at the time.

6 Provision of information

6.1 The employer shall provide senior salaried employees or their representatives with information relevant to the company's finances, profitability, and operations; any essential changes in these; and the impact of these changes on the personnel plan.

6.2 Upon request, the information on the company's financial statement referred to in Section 10, Subsection 1 of the Act of Co-operation within Undertakings shall be delivered to the representatives of senior salaried employees in writing.

6.3 In the event that the provision of information is prevented on justified grounds and because of factors that would cause harm to the company's production-related activities or finances that could not have been foreseen, the employer shall provide the information without delay when such grounds do not prevent it anymore. In this connection, the employer shall present the grounds for the exceptional procedure.

6.4 Senior salaried employees shall inform their supervisors about factors that are relevant for the company's operations or the co-operation between the employer and the personnel.

6.5 The parties to this agreement recommend that, in connection with the provision of information on the company's financial situation, the employer also present information on general economic trends and financial forecasts concerning the industry as a whole.

6.6 The representative of senior salaried employees shall be given the information specified in items 6.1–6.5 as confidential for the purpose of attending to the his or her duties in that capacity.

6.7 The staff group of senior salaried employees shall have the right to organise meetings on matters related to labour markets or employment relationships in the workplace or other matters specified in the Act on Co-operation, to be held in the workplace or on some other agreed-upon premises. Procedures and participation of outside parties in the meetings shall be agreed on locally.

6.8 The staff group of senior salaried employees shall also have the right to distribute meeting notifications among its members and to make announcements of information related to employment relationships in the workplace or labour-market issues.

6.9 Members of the staff group shall also have the right to distribute information on other general matters in addition to labour-market questions via communication channels in place in the workplace.

7 Confidentiality

If the company's senior salaried employees or their representatives have, in accordance with this agreement, obtained information related to the employer's business and trade secrets, this information is to be discussed only between the employer and the senior salaried employees or staff representatives concerned unless there is other agreement between the employer and those entitled to obtain information. When giving notification of the duty of confidentiality, the employer shall identify the information covered by that duty and the duration of confidentiality of said information. Before the employer provides notification that the information shall be deemed a business or trade secret, the grounds for confidentiality shall be clarified for the senior salaried employee concerned or their representative.

8 Incapacity for work

8.1 A senior salaried employee shall be remunerated during incapacity for work caused by illness or accident thus:

Duration of continuous employment	Pay
Less than a month	For one week
At least a month but less than a year	For four weeks
At least a year but less than five years	For five weeks
Five years or longer	For three months

8.2 If the employment relationship has lasted less than one month, sick pay shall not be paid for the day after the salaried employee fell ill. It shall be paid from the following day.

8.3 Wages are paid on the condition that the incapacity for work have not been caused through the senior salaried employee's gross negligence and that information on the illness was not withheld at the time of signing of the employment contract. Furthermore, payment of the wages is conditional on the senior salaried employee authorising the employer to draw the share of the daily allowance to which he or she would be entitled under the Sickness Insurance Act (*Sairausvakuutuslaki, 1224/2004*) during the paid period of incapacity for work.

8.4 If a senior salaried employee becomes incapable of work, that senior salaried employee shall notify the employer about the incapacity and its estimated duration without delay.

8.5 If so requested by the employer, the senior salaried employee shall present a medical certificate issued by the company's occupational health physician or another medical certificate acceptable to the employer. If the employer has not approved a medical certificate presented by a senior salaried employee and refers the employee for examination by another physician, the employer shall pay compensation for the costs for obtaining the additional medical certificate.

8.6 Should a senior salaried employee's incapacity for work recur because of the same illness within 30 days from the date for which the salaried employee was last paid sick pay or sickness allowance, then he or she shall not be entitled to a new sick-pay period referred to above; rather, the sick pay shall be paid for, in total, not more than the period mentioned above. If the employer's obligation to pay wages was already fulfilled during the previous period of incapacity for work, the employer shall still pay wages for one waiting day in accordance with the Sickness Insurance Act.

9 Family leave

9.1 Full wages shall be paid for three months during maternity leave if the employment has continued uninterrupted for no less than six months before childbirth and the senior salaried employee authorises the employer to draw the share of the daily allowance to which the senior salaried employee would be entitled under the Sickness Insurance Act during the paid maternity leave. In connection with any subsequent pregnancies, the wages shall be paid on the condition that the senior salaried employee have returned to work prior to the new maternity leave commencing.

9.2 A female salaried employee who adopts a child of less than school age shall be granted three months of paid leave equivalent to maternity leave, to be taken at the immediate time of the adoption and under the same conditions as maternity leave.

9.3 A male senior salaried employee shall be paid regular wages for a period of six days' paternity leave. The same provisions apply to the payment of paternity-leave wages as to the payment of maternity-leave wages.

9.4 A senior salaried employee shall be paid full wages for the duration of temporary child-care leave specified in Chapter 4, Section 6 of the Employment Contracts Act.

10 Travel costs

10.1 The employer will compensate for all direct and necessary travel expenses, including the cost of travel tickets, luggage expenses, use of a personal car under a contract, and – when the travel occurs during the night – sleeper carriages.

10.2 The practices in place in the company shall be observed in connection with mileage and *per diem* allowances. Unless there is local agreement otherwise, the current decision of the Finnish Tax Administration on the amounts of allowances for travel expenses to be considered exempt from tax shall be observed.

11 Travel outside regular working hours

11.1 A senior salaried employee shall be compensated for travel outside regular working hours that is required by work duties. Unless there is local agreement otherwise or this is precluded by local practice, the compensation shall be as follows:

- 1) Travel time for a work trip shall be compensated for via monetary compensation or granting of time off.
- 2) If continuous or regular travel outside regular working hours is an essential part of the work duties, this may be taken into consideration in wages (for example, in the basic wages or through separate compensation

noted in the employment contract at the time of signing or when the work duties change).

- 3) If the travel results from abundant temporary work or project-like work, the travel time accumulated by the senior salaried employee shall be monitored. The travel time shall be compensated for by means of payment of separate compensation at set intervals.
- 4) In this event, the compensation for travel time shall be agreed upon on a case-by-case basis.

11.2 Prior to a work trip, a senior salaried employee shall present a travel plan or the other documentation required by the employer to his or her supervisor, unless there is local agreement otherwise.

11.3 The amount of travel performed by a senior salaried employee required by the work and the amount of compensation paid for it shall be reviewed at least once a year – for example, in connection with a performance appraisal.

12 Holiday pay and holiday bonus

12.1 Holiday pay shall be paid on the company's normal pay day, unless there is local agreement otherwise.

12.2 The amount equivalent to 50% of the senior salaried employee's holiday pay shall be paid as a holiday bonus, unless agreement otherwise is made locally.

12.3 Unless there is local agreement otherwise, a holiday bonus shall be paid in connection with the payment of holiday pay or in accordance with local practice.

12.4 Other arrangements for the holiday season referred to in the Annual Holidays Act may be agreed on locally.

13 Pay for military refresher courses

It is recommended that senior salaried employees participating in military refresher courses for reservists receive a share of their pay such that the (lower) amount paid and the reservist's pay received from the state sum to the full monthly salary.

14 Order of negotiation

Should a dispute arise as to interpretation of or compliance with this collective agreement, a memorandum on the procedure shall be prepared at the request of one of the parties if the dispute cannot be resolved locally. After this, the matter shall be submitted to Finnish Energy Industries and the Federation of Professional and Managerial Staff (YTN) to be negotiated at federation level at the request of one or both of the parties to the dispute.

15 Industrial peace obligation

15.1 During the term of this agreement, engaging in any industrial action referred to in the Collective Agreements Act shall not be permitted.

15.2 The federations and their affiliated associations shall be required to ensure that their member associations and employers or senior salaried employees to whom this agreement applies refrain from acting in any manner contrary to that described in the preceding item or from otherwise violating the terms and conditions of this collective agreement.

16 Ban on parallel agreements

The parties shall not conclude parallel agreements within the scope of this collective agreement for senior salaried employees in the energy industries and shall strive to prevent the conclusion of such agreements by other parties.

17 Validity of the Agreement

17.1 This Agreement shall enter into force on the on the 1st of February 2017 and shall remain in force until the 31st of January 2018. After this date, the Agreement shall be valid for one year at a time unless one of the parties withdraws from the agreement in writing at two months' notice.

17.2 Despite withdrawal, the Collective Agreement shall apply until it is agreed that the negotiations for a new agreement have come to a conclusion.

In Helsinki on the 21st of September 2016.

FINNISH ENERGY INDUSTRIES (ET)

Juha Naukkarinen

Kari Laaksonen

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Pertti Porokari

Yrjö Taivainen

**FINNISH ENERGY INDUSTRIES (ET)
THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

FRAMEWORK AGREEMENT PROTOCOL OF SIGNATURE

Date 12 November 2007

Place Finnish Energy Industries (ET)

Present ET

Juha Naukkarinen
Tuomas Aarto
Antti Aho
Juhani Mäki
Jorma Pöntinen
Olavi Rissanen
Tapani Jylhä
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Sture Fjäder
Yrjö Taivainen
Risto Heino
Arto Ahonen
Anssi Heiliö
Juha Simell
Jari Tauluvuori

1 Basic principles

It was noted that a negotiated settlement applying to a new collective agreement was reached on 21 October 2007 between the parties to the framework agreement for senior salaried employees in the energy industries, and a decision was made to sign it.

It was agreed that the protocol would be scrutinised at this meeting and signed by the parties to the agreement.

2 Term of agreement

The new collective agreement shall take effect on 21 October 2007 and shall remain valid until further notice, with the notice period specified in the agreement.

3 Text of the agreement

The text of the collective agreement for senior salaried employees in the energy industries is attached to this protocol of signature.

In witness thereof

Petri Ellimäki

Examined by

FINNISH ENERGY INDUSTRIES (ET)

Juha Naukkarinen

Tuomas Aarto

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Sture Fjäder

Yrjö Taivainen

FINNISH ENERGY INDUSTRIES (ET)

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ENERGY INDUSTRIES

(The framework agreement has the force of a recommendation, and the provisions thereof do not carry the same effect as a collective agreement)

1 Purpose of the agreement

1.1 The purpose is to promote active and individualistic employment-relationship policy related to senior salaried employees. Finnish Energy Industries (ET) and the Federation of Professional and Managerial Staff (YTN) have signed the following framework agreement. The parties to the agreement are ET and YTN.

1.2 The parties to the agreement shall negotiate confidentially on issues arising in the industry represented by the federations and collaborate to develop co-operation and negotiation relationships having to do with senior salaried employees.

1.3 This agreement is not an agreement referred to in Section 1 of the Collective Agreements Act, and the recommendations set forth in this agreement shall not carry the legal effect of a collective agreement.

2 Scope of application

This agreement shall be applied to member enterprises of ET.

3 The status and duties of a senior salaried employee

Considering the significance of a senior salaried employee's status, education, experience, and responsibility, the parties to this agreement emphasise that the relationship between the company and a senior salaried employee must be confidential and that the company must support the senior salaried employee while he or she performs the work duties, develops his or her professional skills, and represents the company in general or in relations to other personnel groups.

4 General terms of employment

4.1 The parties to the agreement aim to promote active, incentivising, and individualistic employment-relationship policy pertaining to senior salaried employees in such a way as to ensure that senior salaried employees' general terms of employment are in line with the current general terms of employment

for salaried employees unless this is precluded by the senior salaried employees' status or the nature of their duties.

4.2 Furthermore, the parties accept that general principles related to development, training, and occupational health and safety generally followed in the labour market shall be applied for senior salaried employees.

4.3 The parties shall actively and in collaboration monitor the overall development of senior salaried employees' terms of employment and take measures to influence this development when necessary.

5 Pay policy and development of earnings

5.1 The parties highlight senior salaried employees' significant role as developers of the work and success of the energy industry and companies operating in that industry. While the parties support the staff's ability to cope at work and strive to ensure and safeguard senior salaried employees' professional skill, they note the increasing importance of individualistic and incentivising remuneration.

5.2 The parties consider it a basic principle that senior salaried employees' individualistic pay policy is supported through various incentive systems and that opportunities to produce results and succeed are improved via versatile group- and employee-specific incentive systems. The parties will work to ensure that senior salaried employees as a staff group are covered by competitive pay policy in relation to other personnel groups in the industry.

6 Coping at work

6.1 The parties will take measures that support coping at work and maintenance of work ability and shall continue to provide training and information. This is increasingly important as the labour force shrinks.

6.2 The parties consider coping at work to stem from overall well-being (physical and mental fitness), competence, the work environment, and the nature and quantity of the work. Maintenance of physical and mental fitness is the responsibility of each individual. The parties recommend that, wherever this is possible, companies operating in the industry foster the employees' ability and willingness to look after their physical and mental fitness.

6.3 The work environment must be developed in various ways to support employees' coping at work. Already, occupational safety regulations require the physical work environment to be safe and healthy (via, for example, rules on ergonomics, lighting, and special requirements in work with a computer). The management climate and methods have a considerable impact on employees' coping at work. Participatory leadership based on open communications, in which all employees are aware of the work community's goals and have jointly agreed to commit to them, improves motivation, enjoyment of the work, and consequently also coping at work. Constructive feedback is an essential part of modern leadership.

7 Professional skills

7.1 Staff with adequate skills and the continuous training required for these skills are important for a company's success.

7.2 With regard to competence (abilities and professional skills), the parties consider the basic principle to be that the responsibility for maintenance and development of professional skills lies with employers and senior salaried employees alike. The companies have the duty of determining the current and future needs for skills and, taking these into account, of preparing individual- and group-specific development plans and offering senior salaried employees an opportunity to develop their skills in accordance with the plan.

7.3 Performance appraisals provide an important tool for this work. Individuals, for their part, have the responsibility to acquire training and develop their skills. Ultimately, the question is one of what the individual can offer to the labour market, both within his or her company and outside it.

7.4 For their part, the parties aim to promote vocational training suited to the needs of both companies and salaried employees by engaging in active safeguarding of interests with regard to training policy. The parties will collaborate to develop the public image of the industry and thereby ensure the availability of skilled labour also in the future. The parties also aim to collaborate with education authorities to ensure that the training needs of the industry are met.

8 Quality and quantity of work

8.1 The work of senior salaried employees is typically more independent than average – for example, with regard to the arrangement of work and use of working time. The arrangement of work and use of working time are usually guided by action plans based on the company's strategy and the goals set on the basis of these action plans and in collaboration with a supervisor. Senior salaried employees' supervisors are expected to invest considerable effort in development discussions and performance appraisals, provision of guidance on policies, and monitoring of results, along with rewarding a senior salaried employee for exceptionally good performance – usually surpassing the goals set. At the same time, senior salaried employees' supervisors should ensure that work loads do not grow excessive when a senior salaried employee is investing his or her own time in the reaching of the goals.

8.2 Work loads can be shared and efficiency improved via versatile work arrangements, elimination of unnecessary work, and balanced use of the human resources. Use of working time can be more efficient and excessive strain reduced by means of sabbaticals and other flexibility in the arrangement of working time.

9 Co-operation training

Training plays a pivotal role in the development of co-operation in the workplace. Therefore, the parties will develop joint training in the manner they agree upon.

10 Negotiation precedence

10.1 The parties agree that employment-relationship-related matters concerning a senior salaried employee must be handled individualistically and systematically at workplace level between the company and the senior salaried employee. In respect of an individual employment relationship, a shop steward may act as a representative of a senior salaried employee when authorisation has been granted for this purpose.

10.2 Should a dispute remain unresolved at local level, the matter shall be submitted to ET and YTN for negotiation at the level of federations at the request of one or both of the parties to the dispute.

11 Freedom of association

One of citizens' basic rights, the freedom of association is inviolable. This applies for both employers and senior salaried employees.

12 The validity and binding nature of the agreement

12.1 This agreement shall take effect on 21 October 2007 and shall remain valid until further notice.

12.2 In the event that one of the parties to the agreement wishes to terminate the agreement, it shall notify the other party in writing and the agreement shall expire six months after this.

Helsinki, 12 November 2007

FINNISH ENERGY INDUSTRIES (ET)

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TRANSITION PROVISIONS
APPLIED FOR AN INCORPORATED PUBLIC UTILITY

1 Scope of application of the protocol

The protocol pertains to enterprises that will move over from the collective agreement for the municipal sector to the terms of this agreement either on 1 October 2014 or after that but during the term of validity of the current collective agreement.

Note for the protocol:

If the transition or corporate reorganisation is completed by 30 September 2014, the transition provisions of the collective labour agreement signed on 20 December 2011 shall be applied, unless there is local agreement otherwise.

2 Arrangement of working time

2.1 The new provisions facilitate the use of the current working-time systems, unless local agreement otherwise is made.

3 Deviations from the agreement for the municipal sector that have been agreed upon

No later than directly after the agreement has come into effect, local agreements and procedures shall be examined, and, if necessary, arrangements shall be made to ensure that an individual employee's income level remains stable also when changes take place with respect to the agreement.

4 Annual holiday

4.1 A senior salaried employee who, when this agreement comes into effect, works for a member company of Finnish Energy Industries (ET) that is bound by the collective agreement for the municipal sector and whose employment relationship began prior to 1 April 2015 shall accumulate annual holiday for the holiday-credit year 1 April 2014 – 31 March 2015 in accordance with the collective agreement for the municipal sector. The holiday accumulated in this manner shall be taken, and wages for this holiday period determined, in accordance with said agreement.

4.2 The annual holiday of those salaried employees whose employment relationship begins on 1 April 2015 or later

shall be accumulated in accordance with the Annual Holidays Act from the beginning of employment onward. For other senior salaried employees, annual holiday is determined in accordance with the Annual Holidays Act as of the 1 April 2015 – 31 March 2016 holiday-credit year.

4.3 Those senior salaried employees whose employment relationship has continued for at least a year by 31 March 2015 and who continue to work for the company shall be granted time off in addition to the annual holiday specified in the Annual Holidays Act as of the holiday-credit year 1 April 2015 – 31 March 2016 as follows:

Time for which holiday has been accumulated Additional time off
by 31 March 2015 (work days)
(years)

1-5	5
6-9	6
10-12	10
13 or more	13

4.4 In the event of corporate reorganisation, employees retain their right to additional time off if the new employer is a company referred to above that falls within the scope of these transition provisions. In other cases, the right to additional time off applies until the termination of the collective agreement in effect after 1 October 2014. The procedure in place at the company at that time is complied with in the implementation of the system for additional time off.

4.5 Regulations pertaining to annual holiday are applied to time off, and compensation, including a holiday bonus, corresponding to annual holiday pay is given for the time off.

4.6 Parties to the collective agreement or parties to a local agreement may agree otherwise on time off, either temporarily or permanently.