

The Collective Agreement for Senior Salaried Employees in the Energy Industries

1 March 2023 – 28 February 2025

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

PROTOCOL OF SIGNATURE TO THE COLLECTIVE AGREEMENT

Time 8 March 2023

Place Finnish Energy, Helsinki

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1 Agreement period

As from 1 March 2023, this collective agreement shall replace the collective agreement agreed for the period 1 March 2022 – 29 February 2024. The collective agreement shall enter into force on 1 March 2023 and it shall remain in force until 28 February 2025. After 28 February 2025, the agreement shall continue for one year at a time unless the agreement is terminated in writing no later than two months prior to its expiry date.

2 Salary increases

2.1 Local pay settlement

In local pay settlement, it is possible to agree, e.g. on a lump sum, the amount of the increases, their implementation method, such as dividing the increases into a general increase and a company-specific payment, and the schedule of the increases. The agreement shall be signed with the shop steward or, if no shop steward has been elected, with one or several representatives elected by the senior salaried employees from amongst themselves. The local pay settlement shall be agreed in writing by 15 June 2023 with respect to 2023 and by 15 April 2024 with respect to 2024 unless an extended bargaining period is agreed upon.

2.2 Pay settlement for 2023 if no local pay settlement has been agreed

Lump sum

Senior salaried employees are paid a lump sum of 12.5% calculated from their monthly salary for May, including fringe benefits. The lump sum does not increase the salary paid to a senior salaried employee.

The payment of the lump sum requires that the continuous employment relationship of the senior salaried employee started no later than on 1 March 2023 and that it is valid at the time when the lump sum is paid. For part-time senior salaried employees, the lump sum shall be calculated in relation to the agreed working time and full working time. The lump sum is paid on the regular pay day in June 2023.

General pay increase

The monthly salaries of senior salaried employees (including fringe benefits, but excluding shift differentials and Sunday work allowances) shall be raised by a general pay increase of 3.0 per cent from 1 July 2023 or from the beginning of the next subsequent pay period.

As of the same date, any company-specific shift differentials shall be increased by the amount of the general pay increase unless they have been increased after the previous general pay increase or unless they are or have been otherwise increased.

Company-specific component

In addition, on 1 July 2023 or from the beginning of the next subsequent pay period, salaries shall be increased by a company-specific component of 0.5 per cent, which is calculated from the monthly salaries of senior salaried employees covered by the agreement.

The company-specific component shall be used for the adjustment of personal salaries in each company or workplace. The employer shall distribute the company-specific component in each company or workplace according to the procedures complied with when determining the salaries.

The shop steward is entitled to receive an account of the allocation of pay settlement agreed locally or implemented by the employer within three months after the pay adjustments. The account must state the number of senior salaried employees, the number of employees who have received a pay increase, the amount of an average increase, and the total amount of pay increases for senior salaried employees. The pay information of individual senior salaried employees shall not be revealed in the account.

2.3 Pay settlement for 2024 if no local pay settlement has been agreed

General increase

The monthly salaries of senior salaried employees (including fringe benefits, but excluding shift differentials and Sunday work allowances) shall be raised by a general increase of 1.3 per cent from 1 May 2024 or from the beginning of the next subsequent pay period.

As from the same date, any company-specific shift differentials shall be increased by the amount of the general pay increase unless they have been increased after the previous general pay increase or unless they are or have been otherwise increased.

Company-specific component

In addition, on 1 May 2024 or from the beginning of the next subsequent pay period, salaries shall be increased by a company-specific component of 1.2 per cent, which is calculated from the monthly salaries of senior salaried employees covered by the agreement.

The company-specific component shall be used for the adjustment of personal salaries in each company or workplace. The employer shall distribute the company-specific component in each company or workplace according to the procedures complied with when determining the salaries.

The shop steward is entitled to receive an account of the allocation of pay settlement agreed locally or implemented by the employer within three months after the pay adjustments. The account must state the number of senior salaried employees, the number of employees who have received a pay increase, the amount of an average increase, and the total amount of pay increases for senior salaried employees. The pay information of individual senior salaried employees shall not be revealed in the account.

3 Working groups

3.1 Meeting the expertise needs of the future

Senior staff are a significant and growing employee group in energy companies. The parties wish to work together to promote awareness of the energy sector among students and young people and to emphasise the societal significance of the sector and its role in solving challenges such as climate change and the energy transition. Energy companies increasingly need a highly trained workforce to meet the expectations and demands of society and customers. The parties are concerned about the attractiveness of the sector in competing for skilled and trained employees and wish to cooperate in sharing information on important and interesting posts available in the sector's companies.

To this end, the parties shall set up a working group which will implement a joint project in cooperation with various parties during the agreement period, with the

aim of increasing the sector's attractiveness (e.g. mentoring programme, field visits, promotion of summer jobs and other traineeships, diplomas/theses and other suitable cooperation).

3.2 Review of practices related to remote work

The parties shall establish a working group that shall review the following matters related to remote work during the agreement period:

- Practices related to remote work in the workplaces.
- Which are the best practices for organising and managing remote and hybrid work.
- What are the challenges presented by remote work for senior salaried employees and for management.
- The working group may also review the impact of remote work on wellbeing at work.

4 Harmonisation of working times

The protocol agreed between the parties on 27 November 2019 on the harmonisation of working times when applying a weekly working time of 38.25 hours shall remain valid and it shall be complied with and applied to collective agreements.

5 The "Learn and Earn" summer traineeship programme (Tutustu työelämään ja tienaa)

The parties have agreed on continuing the "Learn and Earn" (Tutustu työelämään ja tienaa) summer traineeship programme during 2023 and 2024 with the protocol, which is enclosed with this collective agreement.

6 Transitional rules

Transition protocols agreed upon between 2007 and 2017 shall be complied with in future and they shall apply to collective agreements.

Examined by

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**THE 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.

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 that regularly employ more than 30 people.

2 Local bargaining

2.1 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.

2.2 Principle of continuous negotiation

If companies covered by the collective agreement encounter exceptional financial difficulties during the agreement period, the parties may reassess the suitability of the collective agreement settlement in the prevailing economic situation and agree on changes to it that are necessary to safeguard the operating conditions and jobs in the companies during the agreement period.

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 time of eight hours per working day / 40 hours per working 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 to 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 at a time 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.

3.6 The employee and a senior salaried employee may agree on changing the leave due to reduction in working hours to so-called flexi leave or 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 Other arrangements for addressing the provisions of the Working Hours Act pertaining to the limits and maximum accrual of flexible working hours. However, in flexible working hours the maximum balance of flexible hours at the end of the monitoring period may not exceed 120. Efforts shall be made to grant flexi leave as full days. The maximum monitoring period for flexible working hours is 12 months.

3.9 Local agreements may be made on the arrangement of working hours without the restriction set forth in Section 8 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.

3.11 The maximum length of the balancing period of the maximum working hours in accordance with the Working Hours Act is 12 months. Other arrangements may be agreed on locally with regard to the balancing period.

3.12 In flexible working hours as provided by the Working Hours Act, the balancing period of regular working hours is a maximum of 26 weeks.

3.12 Training and development events

3.12.1 By local agreement

In addition to regular annual working time, it is possible to agree locally with the shop steward on additional, continuing, occupational wellbeing or safety training that is necessary in terms of the performance of the task, or training or development events in order to improve productivity, efficiency and quality in the workplace or at a location assigned by the employer for a maximum of 16 hours per calendar year.

3.12.2. By the decision of the employer

If no solution for local training and development is reached, the employer may arrange additional or continuing training in addition to regular working hours in order to develop professional skills in the workplace or at a location assigned by the employer so that the above-mentioned 16 hours per calendar year is fulfilled.

3.12.3 Compensation according to the basic wages shall be paid for the duration of the training and development event. The events may be organised so that the working day is extended for the duration of the event or as a whole day. The training or development event cannot be held on a weekday holiday or Sunday.

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.

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 Co-operation Act (1333/2021) 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 cooperation body may also bear the responsibility for measures and plans in accordance with the Act on Co-operation, the Act on Occupational Safety and Health Enforcement, the Occupational Health Care Act, and the 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.

If several employer representatives take part in local negotiation, a deputy shop steward may also take part in the negotiation in addition to the shop steward.

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 cooperation 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 email addresses
2. The dates when their employment began
3. The place of work (department within the organisation) and job title

5.13 Unless otherwise agreed, the employer shall pay a senior salaried employee serving as a shop steward a separate monthly compensation, the amount of which as from 1 July 2023 shall be:

Number of senior salaried employees	Compensation, EUR/month
10 - 100	134
101 - 200	190
201 - 400	240
more than 400	352

Unless otherwise agreed, the amount of a separate monthly compensation as from 1 May 2024 shall be as follows:

Number of senior salaried employees	Compensation, EUR/month
10 - 100	136
101 - 200	192
201 - 400	243
more than 400	357

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 11, subsection 2, paragraph 3 of the Co-operation Act 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 labourmarket 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
at least 1 month, but less than 1 year	for 5 weeks
1 year, but less than 5 years	for 5 weeks
5 years or longer	for 3 months

8.2 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.

8.3 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.

8.4 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.

8.5 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 A birthing parent whose employment relationship has lasted for a continuous period of at least six months before the birth shall receive a monthly salary, including fringe benefits, for up to 68 weekdays in total for the period of continuous pregnancy leave and parental leave.

9.2 A non-birthing parent whose employment relationship has lasted for a continuous period of at least six months before the birth shall receive a monthly salary, including fringe benefits, for up to the first 28 weekdays of the parental leave. Non-birthing parent means a non-birthing parent having parental responsibility in relation to the child, a person who has acknowledged parenthood of the child, and a person who has adopted a child who is not the child of their married partner, as referred to in chapter 9, section 5, subsections 1-3 of the Health Insurance Act.

9.3 The adoptive parent's entitlement to pay applies to a child who has not reached the age of 7. The duration of a continuous employment relationship required in order to receive pay shall be calculated from the date when the care of the adopted child starts and, in the case of intra-family adoption, from the date of confirmation as a parent.

9.4 The precondition for the payment of the salary by virtue of the above sections is that the senior salaried employee authorises the employer to collect for them the proportion of the daily allowance by virtue of the Health Insurance Act, to which they would be entitled during paid pregnancy leave and parental leave.

9.5 The monthly salary including fringe benefits shall be paid to the senior salaried employee for the period of temporary child-care leave by virtue of chapter 4, section 6 of the Employment Contracts Act.

Transitional provision:

The provisions in sections 9.1–9.4 shall be applied to senior salaried employees whose right to pregnancy allowance and parental allowance is determined in accordance with the provisions of the Health Insurance Act that entered into force on 1 August 2022. In addition, the provisions shall be applied with respect to the birthing parent on condition that their pregnancy leave in terms of the child that was born will start for the first time on or after 1 March 2023. With respect to the non-birthing parent, the precondition is that their parental leave in terms of the child that was born will start for the first time on or after 1 March 2023. The provisions shall be applied to an adoptive parent if their parental leave in terms of the adopted child will start for the first time on or after 1 March 2023.

In cases other than those referred to above, the provisions in sections 9.1–9.3 of the collective agreement that was terminated on 28 February 2023 shall be applied.

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 business 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 business 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 An account of the criteria for determining the compensation shall be provided at the request of the senior salaried employee. The amount of travel and compensation shall be examined at least once a year, for example, in connection with performance reviews.

11.4 When discussing the business trip and the related arrangements between the employer and the senior salaried employee, attention shall be paid to any

strain caused by the trip and the recovery from it.

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 per cent 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.

12.5 When the employer terminates the employment contract of a senior salaried employee on the grounds related to the employee's person by virtue of chapter 7, section 2 of the Employment Contracts Act or when the senior salaried employee gives their notice of resignation, the employer may require that the senior salaried employee takes the earned leave during the period of notice regardless of the holiday season.

13 Negotiation procedure when reducing the use of personnel

Should the need arise at a workplace within the scope of the Co-operation Act to dismiss, temporarily lay off or reduce the regular working time of senior salaried employees or unilaterally modify an essential term of an employment contract, then the employer shall comply with the Co-operation Act, subject to the exceptions agreed in this section.

Instructions for application: The Co-operation Act shall form no part of this agreement. The provisions of this section shall supplement the said Act and supersede the corresponding sections of the Act.

Notwithstanding the provisions in sections 19 and 23 of the Co-operation Act, the duties of co-operation shall be considered fulfilled when, following submission of a written negotiation proposal, the matter has been considered in the co-operation procedure on the basis of available information provided in advance in the manner agreed below. The employer must ensure that the information provided prior to the negotiations, as referred to in section 19 of the Co-operation Act, is sufficient for the negotiations to be started.

- a) The employer's duty to negotiate shall be considered fulfilled, unless otherwise agreed, when negotiations on the matter have continued for a

period of seven days following the submission of the negotiation proposal, if

- the negotiations concern the dismissal, reduction in regular working time or unilateral modification of an essential term of an employment contract of fewer than ten persons
 - the negotiations concern lay-offs
 - the employer regularly has fewer than 30 employees
 - the employer is subject to the restructuring procedure referred to in the Restructuring of Enterprises Act.
- b) The employer's duty to negotiate shall be considered fulfilled, unless otherwise agreed, when negotiations on the matter have continued for a period of 28 days following the submission of the negotiation proposal, if the negotiations concern the dismissal, reduction in regular working time or unilateral modification of an essential term of an employment contract of at least ten persons.

Minute of the protocol: The federations emphasise that the substantive requirements of the change negotiations shall be governed by the Co-operation Act and a lapse of the negotiation period alone shall not affect these obligations. The content requirements by virtue of the Co-operation Act shall be treated in a consensual way as intended in the Act. To this end, according to the federations, it is necessary to have more than one negotiation meeting. The aim of change negotiations is to attempt to find alternative feasible solutions to improve the financial and production-related situation of the company so that any losses to the company and the senior salaried employees resulting from a possible reduction of workforce would be as small as possible. Non-compliance with the content requirements of the Co-operation Act may result in a payment of compensation to senior salaried employees in accordance with section 44 of the Act.

14 Lay-off

The notice period for lay-offs is 7 days. There shall be no duty to provide an advance explanation for a lay-off.

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 As from 1 March 2023, this collective agreement shall replace the collective agreement agreed for the period 1 March 2022 – 29 February 2024. The collective agreement shall enter into force on 1 March 2023 and it shall remain in force until 28 February 2025.

After 28 February 2025, the agreement shall continue for one year at a time unless the agreement is terminated in writing no later than two months prior to its expiry date.

17.2 Despite termination, the collective agreement shall be complied with until it is agreed that the negotiations for a new agreement have come to a conclusion.

Helsinki, 8 March 2023

FINNISH ENERGY (ET)

Jukka Leskelä

Timo Yli-Koivisto

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Teemu Hankamäki

Klas Laitinen

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

FRAMEWORK AGREEMENT PROTOCOL OF SIGNATURE

Date 12 November 2007

Place Finnish Energy (ET)

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

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 (ET)

Juha Naukkarinen

Tuomas Aarto

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Sture Fjäder

Yrjö Taivainen

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

**THE 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 (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 cooperation 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 (ET)

Juha Naukkarinen

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THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Sture Fjäder

Yrjö Taivainen

19 January 2018

PROTOCOL ON WORKING TIME BANKS

1 Concept and meaning

The working time bank refers to an arrangement for reconciling work and leisure time adopted at the corporate and workplace level, involving an agreement to save, borrow or combine various elements in the long term.

Note in the protocol:

The working time bank agreement shall take precedence over the time and other limitations governing the granting of agreed elements of a working time bank.

The purpose of the working time bank is to support the company's productivity and competitiveness and to accommodate the individual working time needs of senior salaried employees.

2 Introduction of the working time bank

The introduction and details of the working time bank system shall be agreed locally. The agreement shall be made with the shop steward or, if no shop steward has been elected, with the senior salaried employees in agreement.

The agreement to introduce the working time bank must settle at least the following matters:

1. the parties covered by the agreement,
2. the elements comprising the working time bank,
3. the maximum amounts of regular daily and weekly working time,
4. the limits of saving into and borrowing from the working time balance, within which the regular working time can vary in the longer term,
5. the impact of incapacity for work on the use of working time bank leave,
6. a review of the functioning of the working time bank and changing of the system.

Instructions for application:

It is recommended to agree on working time elements in accordance with the collective agreement and the Working Hours Act or on elements related to leave in accordance with the collective agreement and the Annual Holidays Act in a manner that will allow efficient implementation of the purpose of the working time bank. Such elements include, e.g. the elements of the Working Hours Act, leave for reduction of working hours, saved leave, individual days of annual leave, holiday bonus which is changed to leave or a part thereof, performance reward, bonus or profit commission.

The time of taking the leave shall be agreed between the employer and the senior salaried employee.

3 Using the working time bank

The limits of saving into and borrowing from the working time balance shall be agreed locally. Days off taken as full working days shall be regarded as equal to working days when earning annual leave entitlement.

4 Termination of employment

Any balance of the working time bank shall be equalised before termination of employment. However, if the working time bank has time accrued or a monetary balance upon termination of employment, they shall be paid in connection with the final pay in a locally agreed way. Borrowed time and monetary balance shall be recovered in connection with the final pay.

5 Termination of the working time bank agreement

The period of notice of termination of a working time bank agreement shall be six months unless otherwise locally agreed. The equalisation of working time balances takes place within the period of notice applying the procedures in section 4 unless otherwise agreed locally.

6 Application of the protocol

This protocol shall not change the practices related to working time banks used by the companies or any local or employment contract-level agreements.

FINNISH ENERGY (ET)

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

PROTOCOL ON THE "LEARN AND EARN" SUMMER TRAINEESHIP PROGRAMME FOR 2023 AND 2024

The parties to the agreement wish to take part in supporting the opportunities for secondary school pupils, tenth-graders, high school students and young people participating in TUVA training to learn about worklife as part of the "Learn and earn" summer traineeship programme.

The purpose of the programme is to offer school students personal experience in the operation of a workplace in the industry, in various tasks within the industry, personnel structure, forms of cooperation and the opportunities offered by the industry, as well as to give the school students an opportunity to do practical work suitable for them.

For that reason, the parties have agreed as follows:

1. The provisions presented hereinafter shall apply to secondary school pupils, tenth-graders, high school students and young people participating in TUVA training whose employment relationship is based on the "Learn and earn" summer traineeship programme.
2. An employment relationship within the summer trainee programme lasting for two weeks or ten working days can take place between 1 June and 31 August in 2023–2024. The young person may only attend one "Learn and earn" period complying with this recommendation for the same employer in each year.
3. A lump-sum wage of EUR 365 shall be paid for completing the "Learn and earn" summer traineeship programme in 2023 and 2024. The wages include the holiday compensation accrued during the orientation period. Statutory social security contributions shall be paid from the wages depending on the age of the person.
4. Provisions concerning the effective collective agreement pertaining to salaries, the criteria on wage setting and other provisions concerning benefits of monetary value shall not be applied to secondary school pupils, tenth-graders, high school students and young people participating in TUVA training whose employment relationship is based on the programme referred to in this protocol. With the exception of the period of regular

working hours, they shall not be subject to the provisions of the collective agreement on working hours either if these would impede the practical implementation of the summer traineeship programme.

5. Employment relationships based on the traineeship programme are introductory and of the nature that the work of one or several secondary school students, tenth-graders, high school students or young person participating in TUVA training based on the summer traineeship programme in the enterprise does not contradict the Employment Contracts Act or any regulations concerning the reduction of workforce, the obligation of offering additional work or re-hiring.

Finnish Energy

Federation of Professional and Managerial Staff YTN

FINNISH ENERGY

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

Appendix protocol on remote working (not part of the collective agreement)

ISSUES TO CONSIDER WHEN WORKING REMOTELY

The parties encourage companies to make effective use of working time systems that promote productivity and occupational wellbeing.

To this end, Finnish Energy and the Federation of Professional and Managerial Staff YTN have jointly prepared this appendix, which companies can utilise if they wish.

Within the scope of its management right, the employer decides the circumstances where remote working is feasible. In positions where the employer considers remote working possible, a senior staff member may work remotely under the conditions laid down in the employer's current practices. The parties recommend that local parties engage in dialogue on remote working practices and their development. Dialogue may take place on issues such as:

- Proportion of remote work and on-site work
- Work tasks and reporting on them
- Fairness of remote working practices
- Tools and equipment and their use
- Data security issues and corporate security policies
- Working hours and their monitoring
- Accessibility
- Occupational safety and health aspects
- Insurance cover for remote work

The guidelines in this appendix are applicable to work carried out in Finland. The parties recommend drawing up a written agreement for longer-term remote working abroad.

Remote work shall be carried out within the framework of applicable legislation, the collective agreement and company game rules.