

# The Collective Agreement for Senior Salaried Employees in the Energy Industries

1 February 2020 – 28 February 2022

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

**PROTOCOL OF SIGNATURE TO THE COLLECTIVE AGREEMENT**

**Time** 19 February 2020

**Place** Finnish Energy, Helsinki

**Present ET**

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Kari Laaksonen  
Markus Saimio  
Tiina Aho  
Päivi Urkola  
Mervi Suorsa  
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**YTN**

Jouko Malinen  
Teemu Hankamäki  
Klas Laitinen  
Maritta Jalo  
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**1 Agreement period**

The new collective agreement shall enter into force on 1 February 2020 and it shall remain in force until 28 February 2022.

**2 Salary increases**

**2.1 Year 2020**

The monthly salaries of senior salaried employees (including fringe benefits, but excluding shift work bonuses and Sunday work bonuses) shall be increased by 1.3 per cent with a general pay increase on 1 May 2020 or from the beginning of the next commencing pay period after this date.

As of the same date, any company-specific shift work bonuses 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.

## **2.2 Year 2021**

The monthly salaries of senior salaried employees (including fringe benefits, but excluding shift work bonuses and Sunday work bonuses) shall be increased by 1.4 per cent with a general pay increase on 1 May 2021 or from the beginning of the next commencing pay period after this date.

As of the same date, any company-specific shift work bonuses 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.

In addition, on 1 May 2021 or from the beginning of the next commencing pay period after this date, salaries will be increased by a company-specific component of 0.6 per cent, which is calculated from the monthly salaries of senior salaried employees within the scope of the agreement.

The company-specific component shall be used for the adjustment of personal salaries for each company or place of business. If the distribution of the component is not agreed locally together with the shop steward or senior salaried employees by 31 March 2021, the employer shall distribute the component in each company or place of business pursuant to the procedures complied with in the decisions concerning salaries in the workplace.

The shop steward is entitled to receive an account of the allocation of wage 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 Possibilities to arrange working hours in accordance with the new Working Hours Act**

The new Working Hours Act has taken account of the fact that information work and other expert work is becoming increasingly independent of time and place by enabling the new working time arrangement, the use of flexible working time. In addition, provisions concerning flexitime and night work have also been amended in the act. The contracting parties shall set up a working group to

investigate the kinds of practices and challenges that are related to the new and amended working time arrangements enabled by the new act in the energy sector and also in other sectors. The working group will study good practices and models, e.g. when agreeing on the introduction of flexible working time. The working group will also examine the strains caused by night work and travel and study effective methods of reducing the strains and recovering from them.

As part of the working group's tasks, the parties shall arrange a seminar for the employers and senior salaried employees during the agreement period, concerning matters pertaining to the working group's assignment and the results of the related studies. Other topical issues may also be discussed at the seminar, such as the use of non-compete agreements and any related legislative amendments.

#### **4 Protocol on the harmonisation of working time when applying 38.25 working hours**

The parties have agreed with the protocol of 27 November 2019 on harmonising the working time when applying the weekly working time of 38.25 hours. The protocol is enclosed with this collective agreement.

#### **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 2020 and 2021 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**

#### **FINNISH ENERGY (ET)**

Jukka Leskelä

Kari Laaksonen

#### **FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

Teemu Hankamäki

Jouko Malinen

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

**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**

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 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 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.*



4.3 The calendar year shall be used as the review period for the maximum overtime amount referred to in the Working Hours Act (this provision may be applied until 31 December 2020 instead of section 3.11).

## **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 cooperation 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.

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 acting as shop steward separate monthly compensation, the amount of which as of 1 May 2020 shall be:

Number of senior salaried employees	Compensation, EUR/month
10 - 100	128
101 - 200	181
201 - 400	229
more than 400	336

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 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:

<b>Duration of continuous employment</b>	<b>Pay</b>
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 without interruption for at least 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 paid maternity leave.

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 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.

## **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 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 be in force between 1 February 2020 and 28 February 2022 and thereon for one year at a time unless it is terminated in writing at least two months before its expiry.

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, 19 February 2020

FINNISH ENERGY (ET)

Jukka Leskelä

Kari Laaksonen

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Heikki Kauppi

Jouko Malinen



**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**

Juha Naukkarinen  
Tuomas Aarto  
Antti Aho  
Juhani Mäki  
Jorma Pöntinen  
Olavi Rissanen  
Tapani Jylhä  
Petri Ellimäki

**YTN**

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 (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

Tuomas Aarto

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 2020 AND 2021**

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 VALMA training to learn about working life 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 VALMA 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 2020 and 2021. 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 360 shall be paid for completing the "Learn and earn" summer traineeship programme in 2020 and EUR 365 in 2021. 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 VALMA 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 VALMA 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 (ET)**

## **FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

### **PROTOCOL ON HARMONISING WORKING HOURS WHEN APPLYING THE WEEKLY WORKING TIME OF 38.25 HOURS**

**Time:** 27 November 2019

**Place:** Office of Finnish Energy, Eteläranta 10

<b>Present:</b>	<b>ET</b>	<b>YTN</b>
	Kari Laaksonen	Teemu Hankamäki
	Markus Saimio	Jouko Malinen

1. This protocol shall agree on the harmonisation of the working time of senior salaried employees with a weekly working time of 38.25 hours (38 hours 15 minutes) to the working time arrangements concerning full-time work agreed in the collective agreement.
2. Harmonisation of working time by virtue of the protocol shall apply to senior salaried employees with a regular weekly working time of 38.25 hours (without the 24-hour extension to the working time) and with no additional leave days by virtue of the transitional provisions of incorporated enterprise.
3. The working time of senior salaried employees referred to in paragraph 2 above shall be reduced as from 1 January 2020 as follows:
  - a. In 2020 the working time is reduced by 16 hours
  - b. In 2021 the working time is reduced by an additional 7 hours in addition to the 16 hours presented above under paragraph a.

Therefore, as from 1 January 2021, working time shall be reduced by a total of 23 hours in a calendar year.

4. The reduction of working time shall be implemented without reducing the monthly pay of the senior salaried employee.
5. Section 6, subsections 2-5 of the collective agreement for senior salaried employees in the energy industries concerning leave in lieu of shorter working hours shall apply to the accrual and implementation of reduction in working time.
6. The parties state that it is possible to agree locally in enterprises or places of business with more detailed procedures concerning the transition to weekly working time of 37.5 or 40 hours, in which case the reduction in working hours referred to in this protocol will not be accrued by the

employees from the start of the change in their weekly working time. The change in working time shall be implemented without reducing the employee's monthly pay unless otherwise agreed separately with the employee within the scope of the collective agreement.

7. The parties encourage local parties to the agreement to negotiate on moving from the weekly working time of 38.25 hours to the weekly working time of 37.5 or 40 hours. When negotiating on the change, any impacts of the change on various terms of the employment relationship should be examined extensively, including the additional leave days by virtue of the transitional provisions, the length of annual working time in different working time arrangements, and local agreements and practices.
8. This protocol shall not be applied in companies where the working time of senior salaried employees referred to in the protocol has already been reduced by 23 hours in a calendar year. In these companies, the reduction of working time shall be continued in accordance with the local agreement or practice. After the expiry of the local agreement or practice, this protocol shall be applied. The parties shall also encourage companies referred to in this section to negotiate on moving to the weekly working time of 37.5 or 40 hours.
9. The parties state that this agreement will form part of the collective agreement when the agreement has been signed by both parties.

Helsinki 27 November 2019

Finnish Energy (ET)  
Federation of Professional and Managerial Staff (YTN)