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**The Collective Agreement for Salaried Employees in the Energy Industries, 1 March 2023 - 28 February 2025**

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**FINNISH ENERGY  
TRADE UNION PRO  
THE FINNISH ENGINEERS' ASSOCIATION**

**PROTOCOL OF SIGNATURE TO THE COLLECTIVE AGREEMENT**

**Date** 14 February 2023

**Place** Finnish Energy

**Present**

**ET**

Jukka Leskelä  
Timo Yli-Koivisto  
Markus Saimio  
Kati Heininen  
Tiina Aho  
Rolf Karlsson  
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Pertti Roti  
Robert Nyman  
Riku Muurinen  
Pasi Korhonen  
Seppo Piira  
Mikko Viljanto  
Jarno Nieminen

**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 Pay increases**

**2.1 Local pay settlement**

Local pay settlement shall be agreed with a shop steward for salaried employees. The local pay settlement must be agreed in writing by 31 May 2023 with respect to 2023 and by 31 March 2024 with respect to 2024. In a local pay settlement, it is possible to agree on the amount of the increases, the distribution of increases into a general increase and a company-specific payment, and the timing of the increases.

The shop steward shall have the right to receive, within three months of the salary revisions, a written report of the allocation and criteria for distribution of the locally agreed pay settlement. The report shall indicate the number of salaried employees, how many have received the increase, the amount of an average increase, and the total number of salaried employees' pay increases. The report shall be issued without disclosing an individual salaried employee's pay details.

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

The monthly salaries of salaried employees (including benefits in kind, but excluding shiftwork and Sunday work allowances) shall be raised by a general increase of 3.5 per cent from 1 July 2023 or from the beginning of the next subsequent pay period.

Salaried employees will receive a one-time payment of EUR 477 by 1 June 2023 or in connection with the next salary payment after that date.

The precondition for the one-time payment is that the salaried employee's continuous employment relationship has started at the latest on 1 March 2023 and that it is in force on the date of the one-time payment. For part-time salaried employees, the sum to be paid shall be calculated in relation to the agreed working hours and full working hours.

The one-time payment shall not be taken into account in the payment of other pay components, for example, when calculating the annual holiday pay or overtime compensation.

## **2.3 Minimum salaries 1 July 2023**

As from 1 July 2023, the minimum salaries under the collective agreement shall be as follows:

<b>Job grade</b>	<b>1 July 2023</b>
	EUR/month
1	1,839
2	2,015
3	2,212
4	2,425
5	2,658
6	2,916
7	3,196
8	3,508
9	3,843
10	4,216

## **2.4 Pay settlement for 2024 if no local pay settlement has been agreed**

The monthly salaries of salaried employees (including benefits in kind, but excluding shiftwork and Sunday work allowances) shall be raised by a general increase of 2.0 per cent from 1 May 2024 or from the beginning of the next subsequent pay period.

In addition, on 1 May 2024, salaries shall be increased by a company-specific payment of 0.5 per cent calculated from the monthly salaries of salaried employees covered by the agreement.

The company-specific component shall be applied, at the employer's discretion, to revise personal salary components on a company or branch basis.

The shop steward shall have the right to receive, within three months after the salary revisions, a written report on the allocation and criteria for distribution of the locally agreed pay settlement or one implemented by the employer. The report shall indicate the number of salaried employees, how many have received the increase, the amount of the average increase, and the total number of salaried employees' pay increases. The report shall be issued without disclosing an individual salaried employee's pay details.

## **2.5 Minimum salaries 1 May 2024**

As of 1 May 2024, the minimum salaries under the collective agreement shall be as follows:

<b>Job grade</b>	<b>1 May 2024</b>
	EUR/month
1	1,876
2	2,055
3	2,256
4	2,474
5	2,711
6	2,974
7	3,260
8	3,578
9	3,920
10	4,300

### **3 Working groups**

#### **3.1 Revision working group**

The parties shall continue the work of the working group which, in accordance with the principle of continuous negotiation, shall deal with matters relating to the collective agreement. As necessary, the working group shall review the texts of the collective agreement with a view to clarifying them, focusing in particular on improving the structure and readability of the collective agreement.

### **4 Local agreement**

The unions aim at promoting the building of trust in workplaces in the fields that fall within the collective agreement by taking prompt action to solve disputes. The parties agree that the stipulations of the collective agreement do not require the union's acceptance of the local agreement.

The parties also agree that local agreements, as defined in Section 37 of the collective agreement, shall be made between the shop steward and the employer if the matter under consideration concerns more than one salaried employee, unless specific reasons require otherwise. This does not change any local agreements in force.

### **5 Promotion of equal opportunities**

The unions consider that it is important to promote gender equality in the workplace and they demand that companies comply with their legal obligations to promote the reduction of the pay gap.

### **6 Transitional rules**

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

### **7 Regular working time**

The unions recommend that companies do not apply an average weekly working time of less than 18 hours to their employees unless the employee's needs or other reasonable grounds require such hours. Arrangements for shorter weekly working times implemented before 1 January 2012 shall continue to be applied.

### **8 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 a protocol which is appended to this collective agreement.



## **9 Extra duties allowance**

If the extra duties as defined in Subsection 16 of Section 26 of this collective agreement have been taken into account in the employee's wages within the meaning of the collective agreement signed on 12 November 2007, this established practice can continue.

## **10 Scope of application of the agreement**

The new collective agreement does not aim to amend the scope of its application. The definitions of scope of the 1995 collective agreements for technical and industrial salaried employees shall be used in determining this scope of application.

## **11 Employees working within different working time arrangements**

The stipulations regarding the accumulation of leave for reduction in working hours do not apply to salaried employees whose leave for reduction in working hours is based on some other system.

## **12 Harmonisation of working times**

The protocol agreed between the parties on 22 August 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.

## **13 Protocol on trade union training of the Finnish Engineers' Association**

Finnish Energy and the Finnish Engineers' Association have agreed on a separate protocol on the right of the representatives of salaried employees who are members of the Finnish Engineers' Association to take part in trade union training as of 2022.

## **14 Meal allowance related to trade union training**

The amount of meal allowance for the next calendar year shall always be confirmed by the end of October in the previous calendar year by adjusting the amount of the previous meal allowance by the change in the cost-of-living index between the month of July in the year preceding the review year and the month of July in the review year.

## **15 Compensation for travel expenses**

The amounts of compensation for travel expenses shall be determined during the agreement period in accordance with the decision of the Finnish Tax Administration effective at any time.

## **16 Principle of continuous negotiation**

If enterprises covered by the collective agreement face exceptional financial difficulties during the agreement period, the parties to the agreement may reassess the appropriateness of the concluded collective agreement to the current financial situation and agree on amendments to be made to it in order

to safeguard the enterprises' operating preconditions and jobs during the agreement period.

### **17 Interest representation and selection of shop stewards for salaried staff in the energy sector**

The Trade Union for the Public and Welfare Sectors JHL, Tekniikka ja Terveys KTN, and the Federation of Public and Private Sector Employees JYTY have joined the collective agreement for Finnish Energy employees by means of a separate appended protocol. The parties agree to extend the validity of the protocol until 29 February 2024, unless notice has been given to terminate the collective agreement on 28 February 2025.

### **17 Protocol on the use of commission-based pay in sales positions**

The parties have agreed on a protocol that entered into force on 10 December 2020. The protocol shall continue in force and be appended to the collective agreement.

### **18 Protocol on the application of sales commission remuneration in sales positions**

The parties have agreed on the protocol that entered into force on 10 December 2020. The protocol shall remain valid and it shall be appended to the collective agreement. The effectiveness of the protocol shall be reviewed during the agreement period and it shall be amended upon agreement.

### **Examined by**

#### **FINNISH ENERGY**

Jukka Leskelä

Timo Yli-Koivisto

#### **TRADE UNION PRO**

Jorma Malinen

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#### **SUOMEN KONEPÄÄLLYSTÖLIITTO RY**

Robert Nyman

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**FINNISH ENERGY (ET)  
THE UNION OF SALARIED EMPLOYEES  
THE FINNISH ENGINEERS' ASSOCIATION**

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

**GENERAL REGULATIONS**

**Section 1**

**Scope of application of the agreement**

1. This agreement shall be applied to the duties of salaried employees employed by member enterprises of Finnish Energy in the technology and industrial sectors.
2. The scope of application shall be task-specific; therefore, the nature of the employment relationship, the employee's level of training or job title, the mode of payment, and the wage basis do not affect the scope of this agreement.

The scope of this agreement covers tasks carried out by salaried employees, including tasks related to production, research and development, design, logistics, financial and human-resource management, sales, marketing, ICT, data processing, warehouse activities, and transport.

The scope of this agreement is not limited by the salaried employee's level of training. Therefore, the agreement is also applied to employees with a qualification from a university, university of applied sciences, or other institution of higher education, subject to the duties of the job falling within the scope of the agreement. Professional skills may be gained also via practical experience. Acting as a supervisor of salaried employees does not automatically mean that one's task falls beyond the scope of this agreement.

This agreement shall not be applied to tasks that involve significant administrative, financial, operations-related, or expertise-demanding responsibility within the company or in a significant part thereof. Neither shall it be applied to tasks that involve representing the employer in negotiations on salaried employees' wages or terms of employment. The tasks described above may be carried out at all levels in the company's organisation.

The agreement is not to be applied to non-salaried employees.

**Section 2**

**Agreement term**

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.

### **Section 3**

#### **The employment relationship and general employment obligations**

1. The employer has the right to supervise salaried employees, to distribute work, and to hire and discharge salaried employees.
2. The employer shall arrange and defray the costs of group life insurance for salaried employees in the manner agreed upon by the national labour and employer confederations.
3. When so authorised by an employee, the employer shall withhold the union membership dues for the signatory salaried employee organisations and credit them in each pay period to the bank accounts designated by said organisations.
4. A newly recruited salaried employee shall be given information on the representatives of the salaried employees, and the shop steward shall be notified of new salaried employees.

### **WORKING HOURS**

#### **Section 4**

##### **Regular working hours**

1. Regular working hours in daytime and two-shift work shall be eight hours a day and 40 hours a week unless the employer and salaried employee have agreed on 7.5 hours a day and 37.5 hours a week or on other regular working hours. Weekly working hours may also be balanced to a set average over a certain span of time in daytime and shift work when the company's operations so require. The maximum balancing period for average weekly working hours shall be one year.
2. The maximum number of working hours per day may be 12 hours by local agreement. The balancing period shall be no longer than one year. For justified personal reasons, a salaried employee may limit his or her regular daily working hours to a maximum of ten hours. The employee must notify the employer about this intention at least three days in advance, unless other agreement has been made locally.
3. The balancing period for the maximum number of working hours by virtue of the Working Hours Act is 12 months.

## **Section 5**

### **The average number of weekly working hours per year**

1. The working hours of salaried employees whose regular working hours in daytime and shift work total 40 per week shall be arranged in such a way that the total for average working hours per week is 36.9. This is done through accounting for weekday public holidays, Midsummer Eve, Christmas Eve, and paid leave in lieu of shorter working hours granted to salaried employees.

## **Section 6**

### **Leave in lieu of shorter working hours**

1. The leave in lieu of shorter working hours accrued over a calendar year amounts to 12.5 work days / 100 hours.

The working hours of a salaried employee whose working hours are 38.25 per week and who does not have time off in lieu in accordance with the municipal transitional rules shall be reduced by 23 hours per year.

2. Unless other agreement has been made locally, reduction in working hours shall accrue for a calendar month, during which the 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 that accumulates during the calendar month described above shall be deemed to correspond to that month.

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

3. Leave in lieu of shorter working hours shall be taken for periods of no less than a full shift and at a time determined by the employer. The granting of leave shall be notified no later than one week before said leave is to be taken, unless otherwise agreed locally before the leave is granted. The leave shall be granted by the end of August of the following year, at the latest. In the event that some of the leave accumulated has not been granted, the salaried employee will be compensated in the same way as for weekly overtime.

4. If leave is granted simultaneously to all salaried employees in a company, department, or team and the leave is noted on the work schedule, an employee in that group who is absent from work at the assigned time is considered to have been granted leave even if he or she has not been specifically notified of this.

5. It is possible to agree with the salaried employee on granting leave in lieu of shorter working hours in the form of partial days or monetary compensation.

## **Section 7**

### **Weekday public holidays**

1. A weekday public holiday falling on a working day reduces the regular working hours for the week in question. In a week that includes a weekday public holiday, the regular working hours on the eve of the public holiday falling on a weekday are the same as on other weekdays.
2. Midsummer Eve and Christmas Eve are days off, and work carried out on these days shall be compensated for through granting of time off during regular working hours or via payment of compensation in the same manner as for overtime.

## **Section 8**

### **The work schedule**

1. A work schedule shall be prepared in a workplace when the work is performed on the basis of average working hours and otherwise when the nature of the work allows it. If leave in lieu of shorter working hours is noted on the work schedule in advance, the schedule shall be prepared for a year at a time. The work schedule shall include information on the beginning and end of daily regular working hours, the duration and time of the meal break, and weekly days off.
2. The concerned salaried employees and also the shop steward must be notified of any permanent changes to the work schedule as early as possible and, at the latest, two weeks before the change takes effect. If the change applies to more than one salaried employee or otherwise to a significant proportion of the staff, it must be subject to negotiation with the shop steward in advance.
3. The concerned salaried employees must be notified of temporary changes to the work schedule as early as possible and, at the latest, three days before the change takes effect, unless the change involves emergency work. If the change applies to a whole department or similar operation entity, the shop steward must also be notified.

## **Section 9**

### **Flexible working hours**

Exceptions to the limits of flexible working hours and maximum accumulation specified in the Working Hours Act may be agreed between the shop steward and the employer by local agreement.

## **Section 10**

### **The daily rest period and weekly days off**

1. If the working hours exceed six hours in 24 hours, the daily rest period (meal break), which is not included in working hours, shall be at least 30 minutes. If the presence of the salaried employee in the workplace is required to ensure continuity of work, the salaried employee shall be given an opportunity to have a meal during working hours.

The break granted cannot be extended to last longer than one hour without the salaried employee's consent.

2. If the working hours exceed ten hours in 24 hours, the salaried employee has the right to have a break of no more than 30 minutes after eight hours of work, if he or she so wishes.

3. Salaried employees are granted two days off per week, which are Saturday and Sunday. If the company operations involving the work of the salaried employee also continue on a weekend, the days off shall be granted in such a way as to give the salaried employee two days off per week on average.

## **Section 11**

### **Weekly rest**

1. Working time shall be arranged in such a manner as to give the salaried employee once a week an uninterrupted rest period of at least 35 hours. Whenever possible, this rest period shall occur around a Sunday. The weekly rest period may be organised to average 35 hours over a period of 14 days. However, the rest period must be at least 24 hours per week.

2. In continuous shiftwork, the rest period may be organised to average 35 hours over a period of no more than 12 weeks. However, the rest period must be at least 24 hours per week. When required by the organisation of the work and with the employee's consent, the rest period may be organised in the manner referred to above.

3. The provisions set forth in the section above may be derogated from if a salaried employee is temporarily required to work during their time off in order to maintain the continuity of the company's operations or when reasons relating to the technical nature or the organisation of the work do not allow some salaried employees to be fully relieved of work. In such a case, the salaried employee shall be compensated for the time spent working during the rest period by reducing their regular working time by an amount of time equivalent to the forfeited rest period. The working time shall be reduced within three months at the latest of the performance of the work, unless otherwise agreed. With the salaried employee's consent, such work may also be compensated for by means of paying the salaried employee the basic pay increased by 100 per cent for the duration of the work, in addition to the monthly salary, plus the relevant overtime and Sunday bonuses in accordance with this agreement if the work also involves overtime or Sunday work.

## **Section 12**

### **Additional work**

1. A salaried employee whose regular working hours come to less than eight hours per day and less than 40 hours per week may carry out additional work. 'Additional

work' refers to work performed with the consent of the salaried employee that exceeds the working hours stipulated in the employee's employment contract but does not exceed the maximum quantity of regular hours of work prescribed in the Working Hours Act. The salaried employee is paid basic salary for additional work in accordance with the number of hours worked.

2. A salaried employee with 7.5-hour regular daily working hours and 37.5-hour regular weekly working hours shall nevertheless be remunerated in the manner agreed on for daily or weekly overtime for additional work performed in excess of the daily or weekly working hours specified on the work schedule. Additional work shall not be considered to constitute overtime work.

### **Section 13 Overtime work**

1. Overtime work is any work performed in excess of the maximum regular working hours stipulated by applicable law. In average working time arrangements, work done in excess of the regular working hours specified in the work schedule shall be compensated for as overtime, subject to the regular weekly working hours being 40 hours on average.

2. The wage payable for the first two hours of daily overtime shall be the regular wage plus 50 per cent, and the figure shall be the regular wage plus 100 per cent for subsequent hours. The regular wage amount increased by 100 per cent shall be paid for each hour of daily overtime performed on a Saturday, the eve of a public holiday, or a Sunday. The wage payable for the first eight hours of weekly overtime shall be the regular wage plus 50 per cent, and it shall be the regular wage plus 100 per cent for subsequent hours. The entire salary for overtime worked may be paid as fixed monthly remuneration where so agreed with the salaried employee in question.

3. For overtime, half an hour's overtime pay shall be paid where the hours worked exceed the specified working hours by at least fifteen minutes, and an hour's overtime pay shall be paid if the specified working hours are exceeded by at least 45 minutes.

4. If the work performed by a salaried employee continues from one day or one working day to another, the work performed until the time when the employee's regular shift normally begins shall be regarded as work on the previous day for the purpose of calculation of bonuses for overtime. Accordingly, these hours shall not be included in the calculation of regular working hours for the following day.

5. If necessary work at the beginning or end of a task causes daily overtime, this must be compensated for by payment of overtime compensation or fixed monthly compensation. A local agreement may also be concluded on other forms of compensation.

6. When a salaried employee performing evening or night work remains at work to carry out overtime work, an evening- or night-work bonus shall be payable also for the overtime period, until 6am at the latest.



7. If a salaried employee has been unable to work the number of hours in line with the regular weekly working hours due to paid time off or lay-off and he or she is required to come to work on a day denoted as a day off on the work schedule, the work carried out on their day off shall be compensated for in the same way as overtime.

8. A salaried employee whose working hours during a week that includes a bank holiday exceed the number of working hours stipulated for such a week shall be paid overtime pay for the hours in excess. However, this does not apply to average working hours, continuous three-shift or period work, or type of work comparable to these.

#### **Section 14**

##### **Sunday work bonus and bank holiday bonus**

1. For work performed on a Sunday, the normal amount payable for the work plus a Sunday bonus amounting to regular basic wages is paid. If the work performed on a Sunday constitutes additional work or overtime, compensation for additional work or overtime shall be paid in addition to the Sunday work bonus. The entire amount, including the bonuses, for the Sunday work referred to herein may be paid as fixed monthly compensation by local agreement.

2. The public holiday compensation payable to a salaried employee for work performed on New Year's Day, Epiphany, Good Friday, Easter, Easter Monday, 1 May, Ascension Day, Midsummer's Eve, Midsummer's Day, Finnish Independence Day, Christmas Eve, Christmas Day, and Boxing Day shall be the regular wage increased by 200 per cent, which amount includes any increase for overtime and Sunday work and a percentage increase payable for emergency work.

#### **Section 15**

##### **Standby work**

1. A written agreement shall be concluded about on-call ('standby') work, specifying whether the salaried employee must stay in a specific location or only be within reach during on-call time, the work-schedule system for on-call time, and how the salaried employee on call is summoned to work, along with other necessary facts. Standby work is not included in regular working hours. Working hours begin when the salaried employee on call starts the journey to the work site, regardless of the form of the standby work.

2. A salaried employee shall be paid standby compensation if the employee is required to stay in his or her place of residence or another specific location for the duration of the standby time. Standby compensation shall be payable for, at minimum, four hours on standby.

3. If the salaried employee is required to stay at a specific location during the standby time, the standby compensation shall be 50 per cent of the basic wage. This requires that the salaried employee must be on standby either at home or at a similar distance from their place of work. If the standby work is not tied to a specific location,

the standby compensation shall be 30 per cent of the basic wage. In standby work that is not tied to a specific location, the salaried employee may freely choose his or her location within an area determined by local agreement and they shall have a sufficient amount of time to prepare for starting work.

4. If a salaried employee on standby is called back to work, the employee shall be paid wages for the duration of the work in accordance with the provisions of the collective agreement. No standby compensation or compensation payable for emergency work shall be paid for said work. If a salaried employee on standby is required to return to work with immediate effect, he or she shall be paid wages increased by 100 per cent, including any overtime pay, for work performed between 4pm on Friday and 7am on Monday.

5. The number of hours of standby work tied to a specific location shall not exceed 150 in a month and the combination of the two forms of standby work shall not permanently exceed 200 hours per month. Accordingly, the total duration of standby work and regular working hours shall not exceed 320 hours or 370 hours per month, respectively. In the preparation of the standby system, salaried employees' need for uninterrupted time off shall be taken into consideration via observation of a regular work schedule for standby work.

6. A local agreement may also be concluded on other forms of compensation for standby work.

## **Section 16 Emergency work**

1. 'Emergency work' refers to work carried out on the basis of a call to emergency work and where the salaried employee, having already left the workplace, has to return to work outside his or her regular working hours and before the beginning of his or her next regular shift but within 24 hours from receipt of the call.

2. The amount of the emergency allowance shall be determined according to the time the call was issued thus:

- basic wage for two hours if the call is issued during regular working hours ending by 4pm or after regular working hours but before 9pm
- basic wage for three hours if the call is issued between 9pm and 6am

3. If a salaried employee is called to emergency work in such a way that use of public transport is not possible, he or she shall be paid compensation for travel expenses upon presentation of documentation. In emergency work, travel time shall be included as working time.

4. In addition to an emergency allowance, the salaried employee shall be paid the regular wage for the working time plus 100 per cent, including any remuneration payable for overtime. An hour's wages shall be paid for emergency work lasting less than an hour. A local agreement may also be concluded on other forms of compensation for emergency work.

5. The provisions of the Working Hours Act pertaining to daily rest shall not be applied to emergency work if so agreed with the salaried employee.

6. Arrangements alternative to those provided for in this section may be settled upon by local agreement.

## **Section 17**

### **Telephone consultation**

1. If the duties of a salaried employee characteristically involve giving special instructions by telephone during the employee's time off, when required by the company's operations, this shall either be taken into account in said employee's salary or be compensated for via a separate bonus, as agreed locally.

## **Section 18**

### **Bonuses for shift, evening, and night work**

1. A shift-work bonus shall be paid for shift work, amounting to 15 per cent of the hourly wage for evening work and 30 per cent of the hourly wage for night work. The hourly wage is calculated by division of the monthly salary, including fringe benefits, by 146. Arrangements alternative to those described in this provision may be settled upon by local agreement.

2. A shift-work bonus in the amount of the basic wage shall be paid for shift work performed on a Sunday, a public holiday, Christmas Eve, or Midsummer's Eve and also for shift work that constitutes overtime. For said overtime, the shift-work bonus for the shift during which the overtime work is performed shall be paid. A salaried employee performing two-shift work who stays at work for overtime after the evening shift shall be paid a shift-work bonus for a night shift as overtime pay.

3. Compensation equivalent to a bonus for evening work shall be paid for evening work performed between 6pm and 10pm, and compensation equivalent to a bonus for night work shall be paid for night work performed between 10pm and 6am, subject to the work not constituting shift work, overtime, or emergency work.

4. The shift-work bonus may also be paid as separate, fixed monthly compensation.

## **Section 19**

### **Aerial inspection and licensed pilot bonuses**

1. A salaried employee acting as the inspector in aerial inspection of power lines from a helicopter or an aeroplane shall be paid monthly salary plus a bonus amounting to the basic wage for each flight hour or part thereof.

2. A salaried employee serving as a licensed nuclear power plant operator (see YVL Guide 1.7 of the Finnish Radiation and Nuclear Safety Authority, STUK) shall be paid a separate bonus amounting to 11 per cent of said employee's monthly wage. If

the salaried employee is also licensed to act as both a reactor operator and a turbine operator, the bonus payable shall amount to 12 per cent of the monthly wage.

## **Section 20**

### **Bonus for occupational instruction and guidance**

1. 'Occupational instruction and guidance' refers to planned training activities performed in accordance with a previously prepared and approved plan to familiarise a newly recruited salaried employee or a salaried employee transferring to new duties with the workplace and the duties of the employee, along with hazards arising in the workplace and the work and with their prevention.

A salaried employee appointed by the employer to perform occupational instruction and guidance tasks in addition to regular duties shall be paid a separate bonus amounting to 10 per cent of said employee's personal pay for the time spent in performance of these tasks, unless they have been taken into consideration in the determination of his or her wages.

2. This does not apply to the occupational instruction and guidance given to temporary salaried or non-salaried employees or a supervisor's obligation to provide subordinates with occupational instruction and guidance as part of a supervisor's regular duties.

3. If a salaried employee's tasks include the provision of training because of his or her special expertise and this is not taken into consideration in his or her wages, the compensation for the additional work resulting from this training shall be determined by a local agreement.

## **Section 21**

### **Unusually dirty work**

Work performed by a salaried employee in unusually dirty working conditions shall be taken into consideration in his or her wages.

## **CONTINUOUS THREE-SHIFT WORK**

### **Section 22**

#### **Continuous three-shift work**

1. Regular working hours in continuous three-shift work are eight hours a day in total and 33.4 hours a week on average (the figure is 33.9 hours during the four-week annual holiday). The annual number of working hours of those salaried employees entitled to 30 days of annual holiday shall be 1,576 hours, and the working hours of employees with 24 days of annual holiday shall come to 1,600 hours annually.

2. The length of the period for adjustment of working hours to the set average is, at most, one calendar year, during which time the working hours shall be averaged to the annual working hours specified in paragraph 1. In the event that these figures for working hours are still exceeded by the end of the period for balancing of working

hours, the salaried employee may take the number of hours in excess of the average annual working hours as time off within six months of the end of the balancing period in question. In this case, the salaried employee is granted an hour of time off for each working hour beyond the average number of working hours specified and that the employee wants to take as time off.

3. A work schedule shall be prepared for the period during which weekly working hours shall average to the number specified in paragraph 1. The provisions of the collective agreement shall be applied to other aspects of preparing and changing the work schedule.

4. A salaried employee performing three-shift work shall be provided with an opportunity to have a meal during working hours in a place designated for this purpose.

5. When a salaried employee transfers from one form of accounting for working time to another, the working hours after the transfer shall be determined in accordance with provisions pertaining to the newly applied form. When a salaried employee carries out continuous three-shift work for only part of the year, the annual working hours shall be determined in line with the proportion of time spent in continuous three-shift work and day work.

6. In continuous three-shift work, the pay divisor shall be calculated on the basis of 21 work days each month. As compensation for loss of earnings resulting from reduction in working hours, a salaried employee shall be paid a separate, monthly 5.5 per cent bonus. In calculation of the hourly wage, the divisor for the monthly wage shall be 146.

7. Work beyond the working hours specified in the work schedule for a given week shall be compensated for in accordance with the provisions of the collective agreement. If necessary work at the beginning or end of a project causes daily overtime, this must be compensated for via payment of overtime compensation or fixed monthly compensation. A local agreement may also be concluded on other forms of compensation.

8. Salaried employees shall be granted an uninterrupted 30-day span of time off between 5 May and 21 September, with the days that count as holiday under the Annual Holidays Act regarded as annual holiday. The remainder of the annual holiday shall be granted to the salaried employee by the end of the year as a span of time that includes a stretch of 14 consecutive days off. A local agreement may also be concluded on other arrangements for annual holiday.

Days off noted in the work schedule are regarded as equivalent to days at work in the calculation of annual holiday, with the number of days that are regular days off for salaried employees performing day work deducted from this figure.

A public-holiday bonus payable to a salaried employee in accordance with the collective agreement, along with shift-work bonuses, shall be taken into consideration when calculating annual-holiday pay or compensation.

9. In the event that vocational training is arranged for such a time that, for example, a salaried employee working a night shift must interrupt his or her time off to attend the training, that employee shall be paid compensation in accordance with the basic wage for the duration of the training or given an equivalent period of paid time off at a later date.

If a salaried employee is required to attend training in technical use or maintenance of a facility that is held before or after the employee's shift and deemed compulsory by the employer, the employee shall be paid overtime compensation for the training, unless otherwise agreed locally.

10. In preparation of the work schedule, the salaried employees' need for uninterrupted periods of time off shall be taken into consideration.

11. A wage increased by 100 per cent (including any overtime compensation) shall be paid for the first three days of shift work for which notice has been given no less than 12 hours and no more than 72 hours prior to commencement. If the above-mentioned work schedules are eliminated within six months of their implementation, salaried employees shall be paid wages increased by 20 per cent for working hours in day work for, at most, two months after the transfer to day work. Other arrangements for the matters addressed by the provisions in this section may be settled by local agreement.

12. These provisions shall not alter workplace-specific arrangements agreed upon previously in such a way that the conditions become less favourable for the employee.

## **WAGES**

### **Section 23**

#### **General pay**

1. A salaried employee shall be paid a monthly salary. The salary shall be paid on a fixed pay day announced in advance.

2. Compensation for work performed in excess of regular working hours shall be paid in connection with the salary for the pay period subsequent to the period in which that work was performed.

3. The employer shall provide a salaried employee with information on the job requirement category of his or her duties, the personal pay component, and the basis for other pay components once a year at the request of that salaried employee. The information shall also be provided in connection with revision of the salaried employee's task-specific and personal pay components. Separate notification shall not be necessary if the information is available on the pay slip.

## **Section 24**

### **The concept of wages**

1. Fringe benefits but not shift- and Sunday-work bonuses are included in the monthly wage for calculation of general increases.
2. In addition to the monthly wage, the monetary value of any fringe benefits, substitution-work bonus, commission, and production bonuses are included in the calculation of the higher wage payable for overtime, whereas the shift-work bonus, compensation for regular Sunday work, and temporary exceptional bonuses, such as compensation for overtime, Sunday, or additional work, are not included in the calculation. A similar procedure is applied to the calculation of part-time pay.

For calculation of the wage payable for overtime, the basic wage shall be calculated by division of the monthly salary, including fringe benefits, by 160 if the regular working hours are 40 hours per week, and by 158 if they are 37.5 hours per week. If regular working hours are other than the above, the divisor shall be the similarly calculated average of the actual number of working hours spent in regular work in a month.

3. The wage, including fringe benefits, paid to a salaried employee for the duration of sick leave, maternity and parental leave, and a training period shall be the amount the employee would have earned during regular working hours.
4. The monthly wage (the basic wage plus an average daily wage calculated on the basis of shift-work bonuses in accordance with Section 11 of the Annual Holidays Act, along with other continuous or regular bonuses determined by agreement and regular Sunday-work bonuses) shall be the basis for calculation of the annual-holiday pay. When a salaried employee is paid fixed monthly compensation for overtime or work required at the beginning or end of a project, these payments comparable to wages shall be made also during the salaried employee's annual holiday. Fringe benefits are handled in accordance with the provisions of Section 9, Subsection 2 of the Annual Holidays Act.

## **Section 25**

### **Calculation of wages for part-time work**

1. In calculation of the wage payable for part-time work, the wage payable per hour shall be calculated by division of the monthly salary by the number of regular scheduled working hours included in the month in question. Absence may be compensated for by working an equivalent number of hours at another time.

## **Section 26**

### **Pay provisions**

#### **Structure of salary**

1. The salary of a salaried employee consists of a minimum wage determined on the basis of the job requirement category and a personal pay component based on competence and performance.

## **Job requirement categories**

2. The job requirement category of a salaried employee's tasks shall be assessed by means of the requirement category assessment system, EPA, in use for salaried employees in the energy industries. The requirement category of the job shall be determined by the total number of requirement points thus:

Job grade	Points
1	210–235
2	240–275
3	280–315
4	320–355
5	360–395
6	400–435
7	440–475
8	480–515
9	520–555
10	560–595

3. If the duties of a salaried employee include the performance of another employee's tasks during the latter employee's absence, this shall be taken into consideration in the assessment of the job requirement category.

4. The job requirement category shall be assessed on the basis of written job descriptions. The supervisor and the salaried employee shall jointly draw up the job description and assess the requirement level within four months from the beginning of the employment relationship. The supervisor shall ensure that the job description and assessment of the job requirement level are prepared in accordance with this wage system. The employer shall not unilaterally make amendments to the job requirement assessment performed by the employer in collaboration with the salaried employee(s).

5. Should a salaried employee disagree as to the job requirement category, he or she may submit the matter to be considered in accordance with the negotiation procedure described in this collective agreement. The federations that are parties to this agreement shall establish a working group with the task of considering requirement category disagreements that have been submitted to the federations.

Job requirement category decisions of a joint working group made in connection with the implementation of a new wage system shall not be brought before a labour court.

## **Changes to duties**

6. In the event of significant changes in a salaried employee's job, the requirement category shall be adjusted in accordance with the new job description within four months of the change. The job requirement category and the minimum wage based on this category may either increase or decrease in consequence. Any



increase in the salaried employee's salary shall be paid from the time of the change in duties, also when the outcome is the result of procedures to resolve a disagreement on the category. A salaried employee's salary shall not be decreased, except in a situation referred to in Section 35 of the collective agreement.

7. Upon changes in the number of employees on a work team or shift, the effect of these changes on the work load and job requirements of the employees who are part of that work team or shift shall be determined and the job requirement category reassessed in accordance with the requirements of the wage provisions.

### **Functionality of the job requirement assessment system**

8. The functionality of the requirement assessment system shall be reviewed annually, if this is necessary, between the representatives of the employer and the salaried employees.

### **Minimum salaries**

9. As of 1 July 2023, the minimum salaries for the various job grades are as follows:

<b>Job grade</b>	<b>1 July 2023</b>
	EUR/month
1	1,839
2	2,015
3	2,212
4	2,425
5	2,658
6	2,916
7	3,196
8	3,508
9	3,843
10	4,216

As of 1 May 2024, the minimum salaries for the various job grades are as follows:

<b>Job grade</b>	<b>1 May 2024</b>
	EUR/month
1	1,876
2	2,055
3	2,256
4	2,474
5	2,711
6	2,974
7	3,260
8	3,578
9	3,920
10	4,300

10. The minimum wages apply to salaried employees whose regular working hours are 40 hours per week or who regularly perform continuous three-shift work. When the weekly working hours are other than 40, the minimum wages shall be adjusted accordingly. The non-amended minimum wages shall still be applied, however, for salaried employees whose weekly working hours are 37.5 hours or more.

11. Monthly salary comparable to a minimum wage shall be deemed to consist of the basic wage with fringe benefits excluding shift-work or Sunday bonuses or any performance-based bonuses.

12. In conjunction with a general wage increase, minimum wages shall be raised by the percentage of the general wage increase.

### **Personal pay component**

13. The salaried employee's personal characteristics that are relevant to his or her performance of the job in question shall be taken into account in the assessment of the employee's competence and performance. The assessment shall be carried out with an assessment system supporting the company's operations and its objectives and the development of its personnel.

14. The result of the assessment shall be discussed between the salaried employee and the supervisor in connection with, for example, annual performance appraisals. The personal pay component for a salaried employee whose employment has continued for three years shall be at least three per cent of the minimum wage for the relevant job requirement category.

15. If the company employs at least 10 salaried employees, the total sum of the personal components shall be no less than seven per cent of the total amount of remuneration paid to the company's salaried employees (wage based on the requirement category plus personal pay component). However, personal pay components amounting to more than 30 per cent of the wage shall not be included in this comparison.

### **Work as a substitute**

16. A separate 10–35 per cent bonus is paid for the performance of another employee's duties in addition to one's regular tasks, as compensation for the greater work load when this work as a substitute continues for one week or more.

The increase in the work load is determined in collaboration with the salaried employee in consideration of the work load resulting from the regular tasks during the time in question.

**Team work:** If, due to the performance of the work, the majority of the duties of the salaried employee is carried out in a team or the duties have the same contents within the team, and the absence of an individual member of the team will not increase the workload of an individual salaried employee only, no compensation for working as a substitute shall be paid.

Other arrangements for the matters addressed by this provision may be settled upon by local agreement.

### **Duties as a supervisor**

17. If the duties of the job include supervisory and managerial tasks, this in itself increases the demands imposed by the job. The parties to the agreement note that the company must ensure in its pay policy that the remuneration for salaried employees who hold a superior position is greater than the pay received by their subordinates.

### **Students and summer employees**

18. The collective agreement shall not be applied to trainee periods related to studies with respect to minimum salaries. Moreover, the collective agreement shall not be applied to summer employees with respect to minimum salaries. The provisions of the collective agreement shall be applied with other respects.

It is not a question of a trainee period if the salaried employee holds a certificate of proficiency required by the task (e.g. a junior engineer officer's certificate of proficiency).

The collective agreement shall be applied to students in an apprenticeship relationship so that in the first year of basic training the minimum salary in question is applied with a reduction of 40 per cent, during the second year with a reduction of 25 per cent, and in the remaining years of the basic training with a reduction of 15 per cent. During

additional training and specialisation, the minimum salary applied prior to this training shall be applied.

Provisions concerning the order of staff reductions and the re-employment obligation do not apply to obligatory work practice undertaken as part of the qualification. The requirement is that the employer and shop steward together establish that the work practice has no impact on the other employees' employment relationships or terms of employment.

The protocol appended to the collective agreement shall be applied to persons working under the "Learn and Earn" summer traineeship programme.

	Requirement level Nature of duties	Easily handled challenges limited significance	Moderate challenges moderately extensive impact	Demanding problems extensive impact			
1.	<b>Weighing of alternative options</b> Similar	100	120				
	Varied	115	135				
2.	<b>Situation-specific consideration</b> Similar	125	145				
	Varied	140	160				
3.	<b>Consideration with application of knowledge</b> Similar	150	170		190		
	Varied	165	185	205			
4.	<b>Consideration with forward planning</b> Similar		195	215			
	Varied		210	230			
5.	<b>Consideration in development goals</b> Similar		220	240			
	Varied	235	255				
<b>B</b>	<b>SIGNIFICANCE OF INTERACTION REQUIREMENT LEVEL</b>	<b>INTERACTION NORMAL</b>		<b>INTERACTION CONSIDERABLE</b>		<b>INTERACTION CENTRAL</b>	
	Job requirement levels	internal communication	external communication	internal communication	external communication	internal communication	external communication
1.	<b>Normal-level communication</b>	70	80	90	100	110	120
2.	<b>Instructive communication</b>	90	100	110	120	130	140
3.	<b>Supervisory communication</b>	110	120	130	140	150	160
4.	<b>Influential communication</b>	130	140	150	160	170	190
<b>C</b>	<b>REQUIRED LEVEL OF SKILLS AND KNOWLEDGE</b>	<b>MINIMUM WORK EXPERIENCE NEEDED</b>					
	Requirement levels	The minimum work experience required for the job					
	Minimum training level required	less than one year	1 - 3 years	more than three years	specialist work experience		
1.	<b>Comprehensive school/sixth-form certificate</b>	40	60	80	90		
2.	<b>Vocational level</b>	60	80	100	110		
3.	<b>Higher education</b>	100	120	140	150		

Total points for requirement levels \_\_\_\_\_

Name of the job holder \_\_\_\_\_

## WAGE SYSTEM FOR SALARIED EMPLOYEES

### Assessment of jobs' requirements

- explanations for requirement category factors

Requirement category assessment for jobs considers three requirement factors. For each requirement factor four or five possible requirement levels. The factor-specific requirement level (1-5) for the job is assessed first. Next, whether the job involves similar or varied tasks with regard to the first requirement factor is assessed. Finally, the depth and level of the demands related to the requirement factor are assessed.

A REQUIREMENT LEVEL OF THE NATURE OF THE JOB Requirement levels	B REQUIREMENT LEVEL OF INTERACTION Requirement levels
<b>1. Weighing of alternative options</b> <ul style="list-style-type: none"> <li>- choosing between options in simple situations</li> <li>- clear and detailed guidelines for the tasks</li> <li>- practices as guidance for actions and their content</li> </ul>	<b>1. Normal-level communication</b> <ul style="list-style-type: none"> <li>- collecting and conveying information, queries, etc.</li> <li>- at the employee's own initiative within a close work c</li> <li>- communication targets that are known and remain th</li> <li>- spoken communication</li> </ul>
<b>2. Situation-specific consideration</b> <ul style="list-style-type: none"> <li>- guidelines that are usually clear</li> <li>- usually, practices guiding actions</li> <li>- simple situation-specific choices</li> <li>- situations that vary daily</li> </ul>	<b>2. Instructive communication</b> <ul style="list-style-type: none"> <li>- demanding collection and conveying of information</li> <li>- supervision and guidance</li> <li>- communication at the employee's own initiative</li> <li>- a need to select communication targets, which vary</li> <li>- mainly spoken communication</li> </ul>
<b>3. Consideration with application of knowledge</b> <ul style="list-style-type: none"> <li>- guidelines that are often general</li> <li>- actions guided by the application of practices and guidelines</li> <li>- a need to apply knowledge in the management of work situa</li> <li>- task performance that requires preparation</li> </ul>	<b>3. Supervisory communication</b> <ul style="list-style-type: none"> <li>- information collection that requires some preparation</li> <li>- supervision of people or work matters</li> <li>- a considerable amount of communication at the emp</li> <li>- preparation and giving of presentations / public spea</li> <li>- a considerable amount of written communication</li> </ul>
<b>4. Consideration with forward planning</b> <ul style="list-style-type: none"> <li>- guidelines that are often general and goal-oriented</li> <li>- a need to apply knowledge in one's consideration</li> <li>- a need to apply knowledge in the management of work situations, in a planned manner</li> </ul>	<b>4. Influential communication</b> <ul style="list-style-type: none"> <li>- communication that influences decision-making</li> <li>- demanding expert-level communication tasks</li> <li>- preparation and giving of demanding presentations / public speaking</li> <li>- demanding written communication</li> </ul>
<b>5. Consideration in light of development goals</b> <ul style="list-style-type: none"> <li>- actions guided by the goals of the unit or company</li> <li>- demanding development goals</li> <li>- demanding consideration and decision-making on the employee's initiative</li> </ul>	<b>Normal-level communication</b> <ul style="list-style-type: none"> <li>- communication tasks that are limited to primarily the employee's work community</li> </ul>
<b>Similar tasks</b> <ul style="list-style-type: none"> <li>- tasks within one area of competence</li> <li>- application of knowledge in a single area</li> <li>- tasks that cannot be divided across job titles</li> </ul>	<b>Considerable communication</b> <ul style="list-style-type: none"> <li>- communication in a limited operating environment</li> <li>- communication that is important but without tasks being tied to communication situations</li> <li>- sometimes simultaneous communication contacts</li> </ul>
<b>Varied tasks</b> <ul style="list-style-type: none"> <li>- tasks from at least two areas of competence</li> <li>- application of knowledge in several areas</li> <li>- tasks that can be divided across job titles</li> </ul>	<b>Central communication</b> <ul style="list-style-type: none"> <li>- a communication operating environment that is not clearly defined</li> <li>- tasks tied to communication events</li> <li>- often simultaneous communication contacts</li> <li>- negotiations and leading them</li> </ul>

## WAGE SYSTEM FOR SALARIED EMPLOYEES

### Assessment of jobs' requirements

- explanations for the requirement category factors

Clarification of the possible level and depth of challenges faced in a job and of the significance and extent of solutions is provided below.

<b>LEVEL AND DEPTH OF CHALLENGES FACED IN THE JOB SIGNIFICANCE OF THE SOLUTIONS AND EXTENT OF THEIR IMPACT</b>
<p><b>Easily handled challenges and limited significance</b></p> <ul style="list-style-type: none"> <li>- the problems are limited in extent and often of a similar nature, with the problems not being situation-specific</li> <li>- the problems are related solely to the employee's specific tasks</li> <li>- the problems can be solved via choices from among clear-cut options - the options for solutions are provided</li> <li>- the result or time of the decision has no significance for the work of others</li> <li>- solving the problems does not require innovative development work or investment in the analysis or consideration of various solutions</li> </ul>
<p><b>Moderate challenges and/or moderately extensive impact</b></p> <ul style="list-style-type: none"> <li>- the problems are considerable but usually easily identifiable and isolated; they may also be situation-specific</li> <li>- the problems are sometimes connected with the work of others</li> <li>- solutions are not clear, but they are usually easy to find</li> <li>- the result or time of the decision has significance for the work of others in the relevant unit or function, and it also has some influence on the unit's profit</li> <li>- making decisions requires some innovative development work, analysis of solution options, and understanding of larger entities</li> </ul>
<p><b>Demanding problems and/or extensive impact</b></p> <ul style="list-style-type: none"> <li>- problems are extensive and not easily identifiable or clearly defined</li> <li>- the problems are often connected with the work of others</li> <li>- clear solutions are not available, and answers must often be sought out</li> <li>- the result or time of the decision has significance for the work of others in the company and extensive significance for the work of the staff and the company's profit</li> <li>- making decisions requires a considerable amount of innovative development work, analysis of solution options, and understanding of larger entities</li> </ul>

## TRAVEL

### Section 27

#### Compensation for travel required for work duties

1. Salaried employees are obliged to perform work travel required by their tasks. Work travel must be done in an appropriate way, so that it does not consume more time or incur more expenses than required for the performance of the duties.
2. A salaried employee shall start the work travel from the workplace and return there unless the employee starts the trip from his or her place of residence and returns there after the trip.
3. The employer will compensate for all 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 – use of sleeper carriages. The compensation for the expenses caused by the travel and other details related to the travel must be determined jointly, when this is necessary, before travel commences.
4. Work for which the salaried employee is required to stay in the location of work for no less than two weeks shall be regarded as a short posting. Work lasting no less than two months shall be regarded as a long posting. In such cases, the amount of the *per diem* allowance may be settled by local agreement taking into consideration the local conditions and any measures the employer may have taken in preparation for the employee's travel.
5. During long postings, the employer shall pay for the costs of the salaried employee travelling from the location of the actual workplace and back once every three weeks in connection with a weekend or shift leave, but only after three weeks of the posting. When necessary, the salaried employee is obliged to perform work duties in connection with such a visit. The employer shall compensate for any additional costs incurred because of such duties. Said visit shall interrupt the posting and payment of the *per diem* allowance. Compensation for travel time shall not be payable for such visits.
6. Working hours during work travel are included in regular working hours within the limits of the work schedule. The salaried employee's wages shall not be reduced even if the working hours remain below the working hours noted in the work schedule. The hours spent travelling are taken into consideration in the calculation of weekly overtime, to the maximum number of working hours specified in the work schedule. However, the travel hours are not regarded as actual working hours. Bonuses in accordance with the collective agreement are payable for work performed in excess of the working hours specified on the work schedule during work travel.
7. The basic wage shall be payable for travel carried out during time off for a maximum of eight hours on a work day and a maximum of 16 hours on a day off. Each full half hour of travel is included in the travel time. Travel time is not counted as working time. Compensation shall not be paid for time between 9pm and 7am if a sleeping berth has been paid for on behalf of the salaried employee. Fixed monthly compensation may be paid for travel performed during time off, by local agreement.



8. If, for work-related reasons, a salaried employee exceptionally is unable to have a meal in the workplace canteen or at home during the meal break and this situation is not due to performance of duties at the company's facility in the same location or a nearby one where an equivalent opportunity to have a meal is provided, the salaried employee shall be paid a meal allowance according to the maximum amount specified in the Finnish Tax Administration's decision effective at the time. In these cases, no per diem allowance shall be paid.

9. With respect to travel within Finland, a salaried employee shall be paid per diem allowance and compensation for use of a private car, as well as compensation for accommodation or an allowance for night travel in accordance with the maximum amounts specified in the Finnish Tax Administration's decision effective at the time.

Per diem allowance shall be paid as follows:

- Full per diem allowance when the travel lasts more than 10 hours.
- Partial per diem allowance when the travel lasts between 6 and 10 hours.
- Partial per diem allowance when the travel time exceeds the last full day of travel by a minimum of 2 hours, and full per diem allowance when the travel time exceeds the last full day of travel by more than 6 hours.

The maximum amount of allowance for accommodation expenses payable per day shall be the amount specified on the receipt provided by the accommodation establishment or some other reliable written proof. An overnight travel allowance shall be paid if the employee does not present an accommodation invoice.

Compensation for the use of own car, passengers carried and towing a trailer shall be payable in accordance with the maximum amounts specified in the Finnish Tax Administration's decision effective at the time.

10. If the salaried employee receives free food or a meal is included in the price of the travel ticket on a travel day, the *per diem* allowance for the day in question shall be halved. 'Free food' refers, with the full daily allowance, to two free meals and, with the partial daily allowance, to one free meal.

11. When the time spent on travel for work abroad extends beyond the last full travel day by more than 10 hours, the salaried employee shall be paid the full foreign *per diem* allowance for this partial day; when the last full travel day is exceeded by 2 hours, the salaried employee shall be paid half of the foreign *per diem* allowance. The foreign *per diem* allowance payable for the partial travel day shall be determined on the basis of the country where the last full travel day was spent. If a foreign work trip lasts 10 or more but less than 24 hours, the salaried employee shall be paid the full *per diem* allowance on the basis of the country that was the trip's destination.

12. The maximum amounts of per diem allowance for foreign travel comply with the decision of the Finnish Tax Administration effective at the time.

12. A local agreement may be concluded on travel regulations as long as the terms of the local agreement are, on average, at the same level as those specified in this agreement.

## **INCAPACITY FOR WORK, FAMILY LEAVE, AND MEDICAL EXAMINATIONS**

### **Section 28**

#### **Illness or accident**

1. A salaried employee's remuneration during incapacity for work caused by illness or accident shall be as follows:

<u>Duration of continuous employment</u>	<u>Pay</u>
Less than one month	For one week
At least one month but less than one year	For four weeks
At least one year but less than five years	For five weeks
Five years or more	For three months

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

2. The payment of wages is conditional on the employee authorising the employer to draw the share of the daily allowance to which the employee would be entitled under the Health Insurance Act (*Sairausvakuutuslaki, 1224/2004*) during the paid period of incapacity for work, as well as on the incapacity for work not having been caused through the employee's gross negligence and on the illness having not been knowingly withheld at the time of signing the employment contract.

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

4. If requested to do so by the employer, the 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 the medical certificate presented by an employee and refers the employee for examination by another physician, the employer shall pay compensation for the costs of the new medical certificate.

5. Should the salaried employee's incapacity for work recur on account of the same illness within 30 days from the date for which the salaried employee was last paid sick pay, the salaried employee shall not be entitled to a new sick-pay period referred to above; rather, sick pay shall be paid for, in total, not more than the period mentioned above. If the employer's obligation to pay wages has been fulfilled during the previous period of incapacity for work, the employer shall, however, pay wages for one waiting day in accordance with the Health Insurance Act.

6. If a salaried employee is referred for rehabilitation that has been agreed upon with the employer, the employer shall pay sick pay in accordance with the collective agreement for the period of voluntary treatment at a treatment facility.

7. Work in alternative duties

The salaried employee and occupational health physician may agree on performance of alternative work when the health of the salaried employee so permits.

After that, the salaried employee and his or her supervisor shall jointly determine whether work in alternative duties may be assigned to the salaried employee. The alternative duties must be appropriate and correspond to the salaried employee's normal duties if this is possible. Training may be arranged for the salaried employee instead of alternative work. This depends on the circumstances.

## **29 § Family leave**

1. A salaried employee shall be granted pregnancy, special pregnancy and parental leave for the period of entitlement to pregnancy, special pregnancy and parental allowance under the Health Insurance Act. The birthing parent shall be paid the full salary for a total of three (3) months during pregnancy leave and for the immediately following proportion of parental leave if the employment has continued uninterrupted for at least six months before childbirth and the salaried employee authorises the employer to draw the share of the daily allowance to which the salaried employee would be entitled under the Health Insurance Act during paid pregnancy leave and parental leave.

When a female employee who is eligible for parental allowance by virtue of chapter 9, section 5, subsection 3 of the Health Insurance Act adopts a child below school age, they shall be granted three (3) months of paid leave to be taken at the immediate time of the adoption and under conditions equivalent to those for birthing parental leave.

A non-birthing parent referred to in chapter 9, section 5, subsections 1–2 of the Health Insurance Act shall be paid the salary for normal working hours for the first six (6) days of the parental leave. The payment of the salary that is paid on the basis of this section complies with the same provisions as in the payment of the salary of a birthing parent.

2. The procedures and drawing up an overall plan on taking parental leave and childcare leave shall be agreed locally.

## **Section 30 Medical examinations**

Statutory medical examinations

1. A salaried employee's salary shall not be deducted for the time he or she spends at work-related statutory medical examinations or medical examinations

ordered by the employer, or for related travel. The travel allowance with respect to statutory medical examinations shall be paid in accordance with the principles on travel allowances set forth in this collective agreement.

#### Other medical examinations

2. The monthly salary shall not be deducted in the following cases:

Cases of an illness or accident that requires immediate medical attention, and other cases of illness or accident if a doctor's appointment cannot be secured outside working hours within reasonable time.

3. Laboratory and X-ray examinations prescribed by a physician shall be comparable to other medical examinations. A medical examination performed for the purpose of determining treatment for a previously diagnosed illness shall also be comparable to other medical examinations.

4. The salaried employee must notify the employer in advance of a visit to a physician. If, however, this is not possible, notification must be given at the earliest opportunity. The salaried employee shall present an account of the medical examination and of the waiting and travel times involved, along with, if required, explanation as to having been unable to secure an appointment outside working hours.

### **Section 31 Protective clothing**

1. A salaried employee shall be provided with appropriate protective clothing, depending on the working conditions.

## **ANNUAL HOLIDAY, TEMPORARY LEAVE, AND FLEXIBLE TIME OFF**

### **Section 32 Annual holiday and holiday bonus**

1. The entitlement to annual holiday, its accumulation and duration, the time when it is to be taken, its distribution and transfer, and the manner of calculation of annual holiday pay shall be determined in accordance with the Annual Holidays Act. In the event that a salaried employee's employment relationship continues immediately after the employee has completed a course of training that improves professional skills related to his or her work duties, the time in the employment relationship prior to the training and employment during the training shall both be included in the total duration of the employment relationship.

2. Holiday pay shall be paid on normal pay days, unless there is local agreement otherwise.

3. The employer is entitled to grant the part of the annual holiday in excess of 18 holiday days as an uninterrupted period outside the holiday season, on production-related grounds. Double holiday pay shall be paid for this part of the annual holiday.
4. A salaried employee shall be paid 50 per cent of the holiday pay as a holiday bonus. Half of the holiday bonus shall be paid at the time of the holiday pay and half on the company's regular pay day immediately following the holiday. In the calculation of the holiday bonus, 25 may also be used as the divisor, unless otherwise agreed upon or this use is precluded by local practice.
5. Holiday bonus is also paid for the holiday compensation payable for the previous credit year if an employment contract in effect until further notice is terminated for reasons not due to the salaried employee or if a fixed-term employment relationship ends during a holiday season. A salaried employee entering retirement shall be paid a holiday bonus on his or her annual-holiday compensation. A salaried employee who returns to work after the completion of conscription shall be paid a holiday bonus on the holiday compensation the employee was paid upon commencement of conscription.
6. Other arrangements for the holiday season and the date of payment of the holiday bonus referred to in the Annual Holidays Act may be agreed upon locally.
7. If a salaried employee agrees to interrupt his or her annual holiday to return to work temporarily at the behest of the employer, the employee shall be paid eight hours' wages as compensation. Other arrangements for the compensation may be settled upon by local agreement.

### **Section 33**

#### **Short-term temporary leave**

1. Short-term temporary leave is granted in cases of sudden illness in the salaried employee's family or the death of a close relative of the employee. 'Close relative' refers to the employee's spouse, the parents of the employee or the employee's spouse, children of the family, and the employee's siblings.
2. Short-term temporary leave is also granted for performance of tasks related to a position of trust in a public organisation. The salary of a salaried employee holding such a position shall be deducted in such a way that the pay and the compensation paid by the public organisation for loss of income add up to the sum of the employee's regular monthly salary.
3. Recommendation: Salaried employees participating in military refresher courses for reservists receive such a share of their pay that this salary plus the reservist's pay received from the state add up to the full monthly salary for a salaried employee with maintenance liability and 2/3 of the full salary for a salaried employee without such liability.
4. Also, a salaried employee who is a member of a board or council of the Finnish Confederation of Salaried Employees (STTK) or one of its member unions shall be

entitled to participate in meetings of said decision-making bodies wherein matters related to the collective agreement are discussed during working hours without deducting his or her salary. A salaried employee shall be entitled to participate in collective bargaining between unions.

5. A salaried employee whose uninterrupted employment has continued for not less than three months shall be entitled to paid leave on his or her 50th and 60th birthday corresponding to regular working hours, if the birthday coincides with a work day for the employee as noted on the work schedule.

### **Section 34 Flexible time off**

1. The agreement on flexible time off is a local agreement under which remuneration for time off shall be granted in the form of paid time off at a later date to be agreed upon separately. Wages payable for overtime, additional, and Sunday work performed outside regular working hours; compensation for weekly rest; holiday bonus; and leave due to reduction in working hours may be granted in the form of flexible time off.

2. The date when the flexible time off is to be taken shall be agreed upon in advance. For other parts, the provisions of the Annual Holidays Act pertaining to carried-over holiday entitlement shall be applied. No holiday bonus shall be paid for flexible time off.

## **TERMS OF EMPLOYMENT AND SPECIAL JOB SECURITY**

### **Section 35 Changes to the terms of employment**

1. The terms of the relevant employment relationships may be amended by mutual agreement. If no agreement is reached on the matter in question, the employer may implement the change if grounds for dismissal exist and the notice period is honoured.

2. A salaried employee may be transferred to other duties in such a way that the employee retains his or her position as a salaried employee. In the event that the change results in lesser benefits for the salaried employee, grounds for dismissal must exist and the term of notice must be honoured.

### **Section 36 Job security in conjunction with maternity leave and illness**

1. The employer shall not terminate a salaried employee's employment contract on grounds of pregnancy. If the employer terminates an employment contract of a salaried employee who is pregnant, the pregnancy is considered to be the reason for dismissal unless the employer is able to demonstrate some other grounds for the dismissal. A salaried employee shall present proof of pregnancy if requested to do so by the employer. The employer may not terminate the employment contract of a

salaried employee during maternity, special maternity, paternity, or parental leave, during child-care leave, or after learning of the pregnancy of the salaried employee or the exercise of the above-mentioned right, from the beginning of or during said leave.

2. The employer must offer a salaried employee returning to work after maternity leave the same duties she held prior to the maternity leave, so long as the duration of the absence does not exceed 12 months. If this is not possible, the employer shall offer the salaried employee duties at the same level or, where this is not possible, other work. The salaried employee referred to herein is entitled to be offered work in preference to the substitute hired for the duration of the maternity leave.

3. When a salaried employee receives sick pay in accordance with this agreement, any dismissal is deemed to have been carried out on the day following the last day of the paid sick leave. The above shall not apply if all of the company's salaried employees are dismissed for reason of termination of the company's operations or if the salaried employee retires on old-age or disability pension.

## **LOCAL AGREEMENT AND THE ORDER OF NEGOTIATION**

### **Section 37**

#### **Local agreement**

1. A local agreement as referred to in the collective agreement can be concluded between the employer and a salaried employee or a shop steward and the employer. A local agreement concluded with a shop steward is binding for the salaried employees whom the shop steward is deemed to represent. A local agreement may be concluded for a fixed term or until further notice. An agreement that is valid until further notice can be terminated. The term of notice for such an agreement is three months unless otherwise agreed upon. The agreement is made in writing at the request of one of the two parties concerned.

2. A local agreement is considered to be part of the collective agreement. It shall be applied even after the validity of the collective agreement otherwise has expired. During such a time and within one month of the entry into force of a new collective agreement, even a fixed-term agreement may be terminated.

### **Section 38**

#### **Order of negotiation in the event of disputes**

1. An amicable solution shall be sought in the workplace to address matters associated with employment relationships. A matter concerning an individual salaried employee shall be primarily resolved between the employee and his or her supervisor. The shop steward and the employer's representative shall always negotiate the matter at the request of the supervisor or the salaried employee and when the matter concerns more than one salaried employee or is fundamental and far-reaching.

2. The shop steward shall be provided with all the information required for investigating the matter. Information on a private person's health status and any

other personal information, as well as information concerning a company's business operations and client relationships, shall be kept confidential.

3. In the event that no solution is reached for a dispute related to an employment relationship in the workplace, the local parties shall jointly or separately prepare a written summary on the matter, after which the matter can be submitted to the unions representing the parties for resolution.

4. If the negotiations between the unions do not result in resolution and the matter is related to the interpretation of this agreement, the union may bring the matter before a labour court.

### **Section 39 Ban on parallel agreements**

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

Helsinki, 14 February 2023

FINNISH ENERGY (ET)

Jukka Leskelä

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TRADE UNION PRO

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THE FINNISH ENGINEERS' ASSOCIATION

Robert Nyman

Pertti Roti



## **CO-OPERATION AGREEMENT**

### **Section 1**

#### **General provisions**

1. In this agreement, 'workplace' refers to a member enterprise of Finnish Energy, a production unit thereof, or a similar operation unit.
2. A local agreement may be concluded on a local co-operation body, which shall be responsible for the performance of the tasks of a local body set forth in the Cooperation Act, the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, the Occupational Safety and Health Act, and the Act on Equality between Women and Men and which shall carry out the co-operation tasks related to development activities. In the cooperation body's composition, the members' expertise and diversity of their professions shall be taken into consideration. In bargaining, personnel groups are represented by employee parties for the workplace covered by this agreement.

## **SECTION 2**

### **The shop steward**

1. Salaried employees who belong to a union bound by this agreement shall be entitled to elect one of their members to serve as a shop steward specialising in the financial and administrative duties of salaried employees and another as a shop steward specialising in production-related duties of salaried employees, along with a deputy for each of these shop stewards.
2. A deputy shop steward shall have the same rights and obligations as a shop steward when he or she is acting on behalf of the shop steward. The deputy shop steward shall have the right to receive the same training as the shop steward.
3. Salaried-employee groups may jointly agree that one shop steward and a deputy shop steward shall be elected in the workplace.
4. A local agreement may be concluded for the same person serving as both shop steward and occupational safety and health representative.
5. All salaried employees in an employment relationship in the workplace who belong to a union bound by this agreement have the right to vote and to stand for election. Salaried employees in the industrial sector may stand in the election for shop steward specialising in financial and administrative duties, and salaried employees in the technology industries may stand in the election for shop steward specialising in production-related duties, unless the salaried-employee groups agree otherwise locally.

The elections shall be held in the workplace in such a way as not to cause excessive disruption to work and to provide all eligible salaried employees with the opportunity to stand.

6. The employer shall be notified in writing about the shop stewards elected, and the employer shall then notify the shop stewards in writing about the representatives of the employer.

7. In workplaces with 150 or more employees who fall within the scope of this agreement and with clearly defined operation units, salaried employees are entitled to elect a shop steward to represent each unit. Prior to election of a department shop steward, the operation unit to be represented by a department shop steward shall be agreed upon. In this connection, the extent and scope of a department shop steward's representation authority in accordance with the order of negotiation shall be agreed upon. With the exception of the compensation due a shop steward, a department shop steward shall have the same rights and obligations as a shop steward. Salaried employees shall be entitled to elect at least one department shop steward for every further 40 employees.

8. By agreement, the shop steward may represent temporary agency workers in handling of matters between the company and a temporary agency worker.

### **SECTION 3**

#### **Release from work, shop steward's compensation, and prerequisites for activities**

1. A shop steward shall be granted release from work when this is necessary for the performance of shop steward's tasks in consideration of the size of the staff group, the nature of the activities, working time arrangements, and the amount of work arising from the position.

2. The shop steward's pay shall not be deducted for the time spent negotiating with the representatives of the employer or otherwise performing tasks agreed upon with the employer.

3. The shop steward shall be paid overtime compensation or other compensation agreed upon for performance of tasks agreed on with the employer outside regular working hours.

4. The employer shall pay a shop steward separate monthly compensation, which as from 1 July 2023 shall be as follows:

Number of salaried employees on 1 January	EUR/month
5 – 9	84
10 – 24	130
25 – 50	173
51 – 100	244
101 – 200	292
201 – 400	344
401 – 600	386
more than 600	453

The amount of a separate monthly compensation as from 1 May 2024 shall be as follows:

Number of salaried employees on 1 January	EUR/month
5 – 9	86
10 – 24	133
25 – 50	176
51 – 100	249
101 – 200	298
201 – 400	351
401 – 600	394
more than 600	462

4. If a deputy shop steward is performing the duties of the shop steward, the deputy shop steward shall be paid shop steward's compensation.

5. The practical arrangements for the performance of a shop steward's tasks shall be agreed upon locally.

#### **SECTION 4**

##### **Security of employment**

1. An employee serving as a shop steward may not, while attending to these duties or on account thereof, be assigned to work at lower pay than applied at the time when said employee was elected to serve as a shop steward.

The development of a shop steward's pay must correspond to the general pay trend prevailing in the company for those in said employee's field. The employer and the shop steward shall look into the matter at least once per term of office.

The shop steward must be offered similar opportunities for maintenance of his or her professional skills as other salaried employees are.

In a workplace with more than five salaried employees, a shop steward shall not be transferred to shift or travel work that makes performance of the shop steward's duties significantly more difficult.

2. When the term of a shop steward who has been released from most of his or her regular work duties ends, the need for professional training shall be determined jointly. The employer shall organise the relevant training.

3. In the event that the personnel of the company are dismissed or laid off for reasons of finance or production, such measures must not affect the chief shop steward unless the operations of the relevant production unit are entirely discontinued. This provision shall not apply, however, if it is jointly established with the chief shop steward that no work can be offered that corresponds to said employee's professional competence or is otherwise suitable for him or her.

The employment contract of a deputy shop steward may be terminated on production-related or financial grounds when a significant part of the deputy shop steward's tasks end and the employer is unable to arrange work that corresponds to his or her professional competence or any other suitable work or to train him or her for other tasks.

4. The employment contract of a shop steward may be terminated only when the work ends completely and no work corresponding to his or her professional competence can be arranged.

5. A shop steward may not be dismissed in consequence of factors resulting from the shop steward him- or herself without the consent of the majority of the salaried employees represented by the shop steward.

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

7. These provisions pertaining to security of employment shall also be applied to a salaried employee standing for election as shop steward, once the employer has been notified about the candidacy in writing. The protection of candidates commences, at the earliest, three months prior to the beginning of the term of shop steward 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 said shop steward's term of office.

8. Should the employment contract of a shop steward have been terminated in violation of this agreement, the employer shall pay the shop steward the amount equivalent to at least 10 and at most 30 months' salary.

9. The shop steward's position continues regardless of a transfer of business if the transferred business or part thereof retains its independence. If the business or part thereof loses independence, the shop steward is entitled to posterior protection as referred to herein in Section 7 from the end of duties that results from the transfer of business.

## **OCCUPATIONAL SAFETY AND HEALTH**

### **SECTION 5**

#### **Occupational safety and health co-operation**

1. Regulations on co-operation for occupational health and safety shall be applied to workplaces where at least 20 employees, salaried or not, work regularly. An occupational safety and health representative shall be elected when the number of employees is at least 10.

2. A workplace shall have an occupational safety and health officer, along with an occupational health and safety representative and a deputy representative.

### **SECTION 6**

#### **Work arrangements, compensation for duties, and security of employment**

1. If an occupational safety and health representative's performance of regular work tasks is hindered by his or her position as occupational safety and health representative, the employer shall try to organise other work for him or her. Such an arrangement may not cause reduction in the person's earnings.

2. The provisions applied to shop stewards for release from work, remuneration during release from work, compensation for tasks performed outside regular working hours, prerequisites for the performance of the duties, development of earnings, security of employment, and situation in the event that the company's operations are transferred also apply to an occupational safety and health representative.

3. If no local agreement on release from work for an occupational safety and health representative has been concluded, the release shall be calculated as follows: the number of employees represented by the occupational safety and health representative x 0.156 = time in hours / 4 weeks.

4. The employer shall pay an occupational safety and health representative separate monthly compensation, which as from 1 July 2023 shall be as follows:

Number of salaried employees represented	EUR/month
10 – 75	41
76 – 150	63
151 – 250	84
251-	104

The amount of a separate monthly compensation as from 1 May 2024 shall be as follows:

Number of salaried employees represented	EUR/month
10 – 75	42
76 – 150	64
151 – 250	86
251-	106

This compensation shall not be paid at the same time as compensation for work as shop steward.

## **TRAINING**

### **Section 7**

#### **Professional training for salaried employees**

1. When a salaried employee participates in professional training during working hours, direct expenses incurred from the training shall be reimbursed and no pay is deducted. Monthly salary refers to basic wages plus any possible fixed monthly compensation.
2. If the employer organises training that takes place outside working hours, direct expenses incurred in consequence shall be reimbursed, but no salary is paid for the time of the training. Any training in continuous three-shift work must be agreed upon separately.
3. No wages are paid for the time used for travel to or from training outside working hours. Compensation for travel costs shall be paid in accordance with the collective agreement.

### **Section 8**

#### **Joint training for the employer and salaried employees**

1. Participation in the training is agreed on locally, and it is compensated for in the same way as vocational training.

## **Section 9**

### **Trade union training for salaried employees**

1. Shop stewards and representatives of salaried employees involved in occupational safety and health activities, including members of an occupational safety and health committee or a co-operation body for occupational safety and health, are entitled to participate in training approved by the unions, unless this causes considerable detriment to the company's operations. Notification about participation in the training must be given at the earliest opportunity. The employer shall give notification about any factor preventing the participation in training in good time prior to the training, after which joint efforts are made to determine a new date for the training.
2. The employer shall pay shop steward's wages for the duration of training, up to one month, and it shall pay the wages for up to two weeks of training for representatives of salaried employees involved in occupational safety and health activities.
3. The chair of a member organisation of a union that is a party to the agreement shall be paid in accordance with the provisions herein, subject to that company having no fewer than 100 salaried employees that fall within the scope of this agreement and the member organisation having no fewer than 50 members.
4. In addition, a meal allowance shall be paid for paid training days.
5. The employer will pay compensation only for one event when the worker participates in training events with similar content.

## **PROVISION OF INFORMATION AND FREEDOM OF ASSEMBLY**

### **Section 10**

#### **General terms**

1. The employer shall provide the shop steward with information that directly or indirectly concerns the salaried employees at the earliest opportunity. Information on the company's operations and client relationships is confidential. This information shall not be disclosed to shop stewards of other companies or disseminated in any other way.

### **Section 11**

#### **Information to be communicated by the employer**

#### **The shop steward shall be provided with information necessary for the performance of the tasks of the position**

1. The employer shall present the following information to the personnel or their representatives:

- a) A report on the company's financial situation based on the accounts after their approval.
  - b) A report on the financial situation of the company at least twice during the financial year, with information on the potential future direction of the company's production, employment situation, profitability, and cost structure.
  - c) An annual personnel plan, which shall include predictions of changes in the number, characteristics, and status of the personnel.
2. The company shall announce any essential changes in the above-mentioned information without delay.
  3. Information on the company's accounts shall be given to the representatives of the employees in writing at their request.
  4. A shop steward has the right to receive information on the names of salaried employees in the shop steward's area of operation, the date of commencement of the associated employment relationships, and the unit, once a year. The shop steward shall be notified about any transfer of duties from within the shop steward's sphere of responsibility to beyond the scope of the collective agreement. At the shop steward's request, he or she shall be given information on the grounds for a fixed-term employment contract.
  5. Wage information from the statistics on salaried employees shall be given to the shop steward in writing as soon as these statistics have been completed. Information on the average monthly earnings of groups with fewer than three members shall not be provided.
  6. The shop steward shall have the right to examine the pay and payroll systems in place in the shop steward's sphere of responsibility and the records on overtime and emergency work, as well as the wages paid for these.
  7. The shop steward shall also be provided with all other information necessary for the performance of the shop steward's tasks.
  8. The shop steward shall be provided with information on a salaried employee's pay, pay structure, pay category, and job description at the request of the shop steward and with the written consent of the salaried employee in question.

## **Section 12**

### **Salaried employees' freedom of assembly and right to information**

1. Salaried employees shall have the right to organise meetings on matters related to employment relationships in the workplace or on some other premises agreed upon and deliver information leaflets to their members. Procedures for the meetings and the participation of outsiders shall be agreed on locally.



## **Section 13**

### **Use of external labour**

1. The employer shall provide information on the conclusion of a subcontracting agreement and the use of external labour in advance to the shop steward elected by virtue of this agreement or, if there is no shop steward, to the occupational safety and health representative. The notification shall include information on the intended extent of the use of external labour, information on the company used, and the estimated term of validity of the contract. If the urgency of the work or some similar factor renders this impossible, then said advice may exceptionally be given afterward but without delay.
2. If there are grounds for suspecting that the company supplying external labour fails to meet its statutory obligations or obligations based on the collective agreement, the situation shall be investigated in collaboration with the shop steward and, when necessary, jointly agreed measures shall be taken in order to clarify the situation. Any further measures to be taken shall be agreed on locally.
3. Before the employer outsources work referred to in this agreement via a transfer of operations, the matter shall be discussed with the shop steward with the goal of ensuring that the terms of employment of employees to be transferred to the other company do not become weaker on the whole if a different collective agreement is applied by law for the company taking over the tasks. Other arrangements for this procedure may be made by local agreement.

## **AGREEMENT ON PROTECTION AGAINST DISMISSAL**

### **Section 1**

#### **Scope of application**

1. This agreement shall be applied in the event that an employment contract in effect until further notice is terminated, by either the employer or a salaried employee, or the employer lays off a salaried employee, and it shall apply to dismissal and layoff procedures.

### **Section 2**

#### **Grounds for dismissal**

1. The employer shall not terminate a salaried employee's employment contract or lay off a salaried employee without grounds in accordance with the Employment Contracts Act.
2. When dismissals or layoffs are conducted on production-related or financial grounds, the measures shall, where this is possible, be targeted last at salaried employees who are required for specialist tasks or tasks that are essential for the company's operations and at salaried employees who have partially lost their work ability while in the company's employ. In addition, the duration of the employment

relationship and the degree of the relevant salaried employee's responsibility for supporting others are taken into account.

### **Section 3**

#### **Notification of dismissal**

1. The employer shall carry out dismissal within reasonable time after learning of grounds for dismissal.

### **Section 4**

#### **Hearing of a salaried employee**

1. Before carrying out the dismissal, the employer shall provide the salaried employee with an opportunity to be heard on the grounds for the dismissal. The salaried employee shall have the right to use a representative.

2. The provisions of the Act on Co-operation within Undertakings shall be observed in the implementation of dismissals or layoffs on production-related or financial grounds.

### **Section 5**

#### **Notice of termination of employment given to the parties to the employment contract**

1. The notice of termination shall be delivered in writing or electronically and it shall contain information on the date on which the employment contract is to end and, if the contract is being terminated by the employer, the grounds for termination.

2. Should personal notification not be possible, a notice of termination may be delivered by post or to an email address that has been notified by the salaried employee during the employment relationship or that has been verified with them by other means. A notice of termination delivered by post or by email shall be deemed to have been delivered on the seventh day after sending. If a salaried employee is on annual leave or on leave for balancing of working hours that lasts no less than two weeks, the notice period shall begin from the end of the leave.

### **Section 6**

#### **Notification of dismissals and layoffs for the shop steward and the employment services**

1. The shop steward shall be notified about a dismissal or layoff carried out for financial or production-related reasons without delay after the employer has learnt of the necessity of the measure and no later than when the salaried employee concerned is notified about the measure.

2. If the measure concerns ten or more salaried employees, the employment services shall also be notified.

## **Section 7**

### **Notice periods**

1. When terminating an employment contract, the employer shall observe the following notice periods unless otherwise agreed in connection with the notice of termination::

<b>Continuous employment for...</b>	<b>Notice period</b>
up to 1 year	14 days
between 1 and 4 years	1 month
between 4 and 8 years	2 months
between 8 and 12 years	4 months
more than 12 years	6 months

2. When giving notice of termination of an employment contract, a salaried employee shall observe a 14-day notice period unless otherwise agreed in connection with the notice of termination. When the employment relationship has continued for more than 5 years without interruption, the notice period shall be one month unless otherwise agreed in connection with the notice of termination.

3. The notice period for layoffs is 14 days.

Notice periods differing from those specified herein may be agreed upon locally.

## **Section 8**

### **Wages for the notice period**

1. The employer shall pay full wages for the notice period in cases of layoff or termination of employment.

2. If the salaried employee fails to honour the notice period, the employer may withhold pay for the portion of the notice period not honoured, in accordance with the Employment Contracts Act.

## **Section 9**

### **Cancellation and deferral of a layoff**

1. Should work become available during the term of notice for a layoff, the employer may cancel the layoff before it is due to begin.

2. If the work that arises during the layoff notification period is temporary, layoff may be deferred without a new layoff notice, on one occasion and for no more than the duration of the work.

## **Section 10**

### **Compensation for unfounded dismissal**

The employer shall pay an amount equalling a minimum of three months' wages and a maximum of 24 months' wages as compensation for unfounded dismissal when employment was terminated for reasons attributable to the salaried employee. The amount of harm suffered and the procedures concerning the termination of employment have an effect on the amount of the compensation. The employer may not be ordered to pay a compensatory fine in addition to compensation for violation of provisions on correct procedure.

## **Section 11**

### **Rehiring**

1. If an employer has terminated an employment contract for financial or production-related reasons but then needs labour for the same or similar duties within four months of the termination of employment, the employer must ask the local employment authority whether any of the company's former salaried employees are jobseekers. However, if the employment relationship has lasted without interruption at least 12 years prior to its termination, the re-employment period shall be six months.

2. The employer shall offer work first to former salaried employees who are jobseekers.

## **WORKING TIME BANK**

### **1 Concept and meaning**

The working time bank refers to an arrangement for harmonising 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 enterprise productivity and competitiveness and to accommodate the individual working time needs of employees.*

### **2 Introduction of the working time bank**

The introduction and details of a working time bank system in the workplace shall be agreed locally in writing between the shop steward and the employer. The agreement must settle at least the following matters:

- the parties covered by the agreement;
- the limits for saving and borrowing a working time balance (-40 / +160)
- the elements comprising the working time bank
- the procedures and notification times applied to the use of working time bank leave
- the principles of transferring a working time bank leave that has already been agreed
- how to join and leave the system
- situations of termination of employment and the use of the working time bank
- employee benefits during a bank leave
- examination of the functioning and the amendment or termination of the system
- equalising the working time balances upon termination of employment.

*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, holiday bonus which is changed to leave or a part thereof, performance reward, bonus and profit commission.*

### **3 Stipulations concerning working time banks within the scope of the collective agreement for salaried employees in the energy industries**

- spending or borrowing of time in the working time bank must be agreed between the person and the employer
- for bank leave, salaried employees receive the pay for regular working time, including benefits, according to the salary valid at the time of the leave
- however, when the salaried employee's salary partly consists of commission or extra earnings based on sales, the salary paid during bank leave is the average hourly earnings calculated from the average commission for the past three (3) months
- working time bank leave is always a day equal to time at work
- an agreed period of working time bank leave shall be transferred due to incapacity for work, and the new period of leave shall be agreed between the employer and the salaried employee
- it must be possible to verify the balance of working time bank leave at least on a monthly basis
- in exceptional cases, the employer may allocate continuous bank leave for a maximum of 30 per cent of the total balance of the working time bank if it prevents a lay-off on production-related or financial grounds. The notification period is four weeks.
- the shop steward is entitled to have access in the workplace to the contents and balances of the working time bank
- the shop steward is entitled to agree with the employer otherwise on the saving and borrowing limits for a justified reason.

### **4 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 working time bank agreement is a local agreement referred to in the collective agreement.

## **5 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  
TRADE UNION PRO  
THE FINNISH ENGINEERS' ASSOCIATION**

### **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 comprehensive school pupils, upper secondary school students and young people participating in TUVA training to learn about working life as part of the "Learn and Earn" summer traineeship programme.

The purpose of the programme is to offer the pupils and 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 pupils and students an opportunity to carry out practical work suitable for them.

For that reason, the parties have agreed as follows:

1. The provisions presented hereinafter shall apply to pupils in comprehensive schools, upper secondary 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 traineeship 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. One-off wages of EUR 365 shall be paid upon completion of the "Learn and Earn" summer traineeship programme in 2023 and 2024. The wages include 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 pay setting and other provisions concerning benefits of monetary value shall not be applied to comprehensive school pupils, secondary school students or young people participating in TUVA training whose employment relationship is based on the summer traineeship programme referred to in this protocol. Moreover, 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 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 comprehensive school pupils, secondary school students or young persons participating in TUVA training based on the summer traineeship programme in the enterprise does not contradict the Employment Contracts Act or any provisions of the collective agreement concerning the reduction of workforce, the obligation of offering additional work, or re-hiring.

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Finnish Energy  
Trade Union PRO  
The Finnish Engineers' Association  
The Trade Union for the Public and Welfare Sectors JHL  
Tekniikka ja terveys KTN  
The Federation of Public and Private Sector Employees JYTY

## **INTEREST REPRESENTATION AND THE ELECTION OF SHOP STEWARDS FOR SALARIED EMPLOYEES IN THE ENERGY INDUSTRY**

The collective agreement for salaried employees in the energy sector is negotiated by Finnish Energy, Trade Union Pro and the Finnish Engineers' Association, which represent the energy sector. The settlement on amendments to the collective agreement, which was reached on 14 February 2023, has been approved by the decision-making bodies of the parties to the agreement.

The new agreement period shall start on 1 March 2023 and end on 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.

Finnish Energy, Trade Union Pro and the Finnish Engineers' Association have agreed that JHL, KTN and JYTY may join the collective agreement for salaried employees in energy industries signed by Trade Union Pro and the Finnish Engineers' Association at a later date. After that, JHL, KTN and JYTY will have joined the collective agreement with this protocol of association.

The aforementioned unions have agreed on the right of election of representatives for the salaried employees in energy industries in a separate protocol.

Helsinki, 17 February 2023

FINNISH ENERGY (ET)

TRADE UNION PRO

THE FINNISH ENGINEERS' ASSOCIATION

THE TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

TEKNIikka JA TERVEYS KTN

THE FEDERATION OF PUBLIC AND PRIVATE SECTOR EMPLOYEES JYTY

## **PROTOCOL ON THE APPLICATION OF SALES COMMISSION REMUNERATION IN SALES POSITIONS**

This protocol shall apply to employees whose duties as stated in the job description consist of sales work to customers, and it has been agreed with the employee to apply sales commission remuneration as part of the pay structure. The protocol shall not apply to salaried production staff.

### **Company-specific sales commission scheme**

The sales commission scheme shall take into account and present to the employees at least the following:

- a) Earnings model and bases of determining sales commission
- b) Average monthly earnings achievable by average sales performance per year
- c) Principles for refunding the sales commission resulting from the possible cancellation of a sale
- d) Review of the functioning of the sales commission scheme between the shop steward and the employer

The content of the sales commission scheme shall be reviewed with the employees' shop steward, or in the absence of a shop steward with employees within the remuneration scheme, with the aim of ensuring that the scheme is fair, functional and motivating. The remuneration scheme, commission and criteria for determining the commission shall be valid for 12 months at a time. The sales commission scheme shall be submitted in writing to the staff member before the start date of the employment subject to the sales commission scheme.

A sales commission scheme can be agreed locally. If the scheme is agreed, the local agreement shall form part of the collective agreement and remain in force for 12 months at a time, unless otherwise stipulated in the agreement.

***Note in the protocol:*** Sales commission remuneration is intended to enable earnings on the basis of sales performance to reach a higher level than would otherwise be the case.

### **Job description and assessment of the job grade**

In sales commission remuneration, the employee's basic pay consists of the salary commensurate with the job grade plus remuneration in accordance with the sales commission scheme applied by the company.

When applying sales commission remuneration, the employee's job description must be prepared and the job grade assessed in accordance with section 26 of the collective agreement before the employee transfers to the sales commission scheme, unless a

job description and job grade assessment have already been carried out for the employee's previous position.

The provisions of section 26 of the collective agreement concerning the personal pay component do not apply when applying the sales commission scheme, unless otherwise agreed with the employee.

### **Guaranteed pay**

When applying a sales commission scheme, the employee shall be paid each month the minimum monthly salary of job grade four (4) stipulated in this collective agreement. In addition to this monthly salary, the employee shall be paid sales commission so that the commission earned during the calendar month is paid no later than during the two calendar months following the month it was earned.

### **Payment for absences and paid leave**

For a period of paid absence as set out in the collective agreement, the staff member shall be paid their salary, compensation for loss of earnings, or mid-week holiday allowance when a mid-week holiday falls on a working day, on the same basis as an employee paid a monthly salary, however in such a way that the salary or compensation for loss of earnings for the period of absence is determined on the basis of the average salary paid to the employee during the previous three full calendar months (earnings for regular working hours + sales commission / working days or working hours).

If the employment has lasted less than three calendar months, the salary, loss of earnings compensation or mid-week holiday allowance, when a mid-week holiday falls on a working day, for the period of absence shall be reimbursed according to the same principles as those based on the average earnings of employees covered by the company's sales commission scheme (earnings for regular working hours + sales commission / working days or working hours) calculated over the previous three full calendar months.

The salary for a notice period shall be paid in accordance with the preceding paragraphs for the part of the notice period during which the employee does not work in accordance with this protocol.

The annual holiday pay shall be determined and calculated as provided by the Annual Holidays Act. The holiday pay shall be paid from the annual holiday pay in accordance with section 32 of the collective agreement.

### **Payroll items calculated on the basis of the employee's own average hourly pay**

The basic pay per hour of overtime and travel time shall be calculated on the basis of the average hourly earnings paid to the employee during the previous three full calendar months (earnings from regular working hours + sales commission / working hours). If the employment has lasted less than three calendar months, the average hourly earnings shall be calculated over the entire employment period.

The basic pay and emergency callout allowance of possible standby compensation and the work instruction allowance are calculated in accordance with the previous paragraph.

### **Leaving the scope of a sales commission pay scheme**

When an employee leaves a sales commission scheme or after the scheme expires, the provisions of section 26 of the collective agreement shall be applied.

### **Payment of sales commission on termination of employment**

On termination of the employment relationship, the sales commissions shall be paid on the date of termination of the employment, unless otherwise agreed in accordance with chapter 2, section 13 of the Employment Contracts Act.

### **Pay increases**

A general increase agreed in the collective agreement or locally within the company shall raise the staff member's monthly salary.

### **Validity of the protocol and an agreement alternative to the protocol**

This protocol shall enter into force on 10 December 2020. Alternative provisions of this protocol may be agreed only in respect of the items specified above in the protocol.