

Energy News

Stricter Employment Conditions Imposed on Powerlink Management

Employees in managerial roles within Powerlink could be forgiven for believing that Powerlink has less faith in them than the GOC has for its other employees.

While it is taken as a given that the general workforce will maintain their qualifications and licenses as required, Powerlink is clearly not as confident about its employees in managerial roles. Powerlink is currently in the throws of implementing individual employment contracts for managerial employees which specifically stipulates that they “*will maintain the qualifications, licences [sic] and registration necessary to perform your duties.*”

The reasons why Powerlink believes that this group of employees are less likely to maintain their qualifications remains a mystery, but clearly Powerlink is, for whatever reason, of the view that the requirement needs to be re-enforced to this section of the workforce.

As rare as it might be, there have been times where employees have been mistakenly overpaid significant amounts by employers. However, the overwhelming majority of employees do not hesitate to repay any overpayments of their own volition and in any case, the *Industrial Relations Act* sets out fair procedures by which an employer can, if necessary, reasonably recover amounts that have been overpaid.

For reasons that have yet to be explained, Powerlink also appears to have less faith in the general integrity of its managerial employees and is not willing to rely on the legislation as the means by which it could, if warranted, pursue any outstanding monies. Instead, the contract and terms of employment that Powerlink intends to impose upon managerial employees includes provisions which provides a predated authority for Powerlink to automatically deduct from their wages, any amounts that Powerlink says it has mistakenly credited to their account.

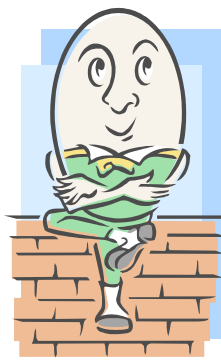
While it is certainly bizarre for any company to display such disdain for employees in such roles, in framing essential elements of the document, it would seem that Powerlink has utilised the circular logic of Lewis Carroll’s Humpty Dumpty; “*When I use a word – it means what I choose it to mean - nothing more and nothing less*”.

While employees employed pursuant to the EBA, including those on alternative employment conditions, are guaranteed to receive superannuation contributions based on their actual ordinary time earnings, managerial employees are denied any certainty as to what their salary for the purposes of superannuation is to be.

The Powerlink Board has instead decided that the superannuation salary of its managerial employees is to defined *as a percentage of TEC as the Board may determine from time to time*. Today it is 75% of Total Employment Cost but tomorrow, well it could be anything as *determined* by the Board.

Typically, while Powerlink espouses its alleged commitment to consultative processes within its EBA, Powerlink has not only failed to consult with the QSU over these proposed contractual provisions for managerial employees, it has steadfastly refused to even answer the legitimate questions we have raised concerning Powerlink's apparent non compliance with Federal legislation affecting the superannuation contributions of managerial employees.

Members in managerial roles are therefore advised to carefully review any individual contract offered by Powerlink until such time that Powerlink either agrees to have meaningful consultation with the Unions, or is forced to comply with is EBA in the Commission.



Powerlink's Mentor