Power cuts and employees' pay

By Jonathan Goldberg

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The current power cuts have caused many problems for employers, including some possible liability with the reduced working hours. The question that arises is whether employees can demand to be paid their full salaries or wages if their working hours have been cut as a result of such power failures.

In the case of a normal contract of employment, the employer's obligation to pay generally does not depend on any work actually being done but rather attendance at work.

Normally the employer's obligation to pay arises once the employee has made his or her services available to the employer. If the nature of the contract is such that the employee should rather complete a particular job, then the employer is obliged to pay when the job has been completed.

An employer can enter into an agreement with its employees or their unions so that the obligations of both parties can be suspended for any period when performance becomes impossible due to circumstances beyond their control. This could be in the form of a short-time clause.

If employees or their unions refuse to agree to the above, there are options such as the power play dispute declaration or a potential operational requirement approach. The best option is to have a properly drafted short-time clause in the contract at the time of employment.

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