



SOMEONE ELSE'S PROBLEM

A technology teacher took exception to a direction that he set up and maintain equipment for his classes, claiming compensation for being disadvantaged in his employment. Fortunately, says Paul Robertson, the Employment Relations Authority interpreted his ambiguous job description in favour of the employer.

WHETHER A SPECIFIC TASK

is an employee's responsibility should be clear from looking at their job description. A technology teacher recently challenged a direction that he tidy up his classroom. Was that part of his job?

The teacher was employed by a college to teach technology. He had a generic teacher's job description with a list of key tasks and corresponding expected outcomes. Under 'teaching strategies', one of the key tasks was to ensure that "the classroom environment is well planned and organised". He was required to provide "a stimulating and attractive classroom environment" by ensuring that "the classroom is well presented and maintained" and was responsible for the "upkeep and maintenance of equipment".

The teacher complained he was a technical metalwork teacher, not "a labourer", and he should not have to deal with setting up equipment, maintaining equipment, changing gas bottles, filling up oil pots and cleaning safety glasses or welding helmets.

He said that the key tasks set out above applied to the classroom only, and not the workshop.

Apparently the teacher had undertaken the workshop tasks for the first couple of years of his employment, but he then took the view that a person engaged as the technology technician ought to have been undertaking those tasks.

The teacher referred to his two university degrees, and said it was not his job to ensure that equipment was acceptable for students; that was the job of the technician.

He claimed that he had been disadvantaged in his employment and claimed compensation of \$30,000 for undertaking the tasks over four years.

THE AUTHORITY HEARING

The principal gave evidence that technical teachers are generally responsible for maintaining classroom equipment and keeping the class in a good state of readiness for teaching. In his long experience, this involved servicing, maintaining, repairing and cleaning equipment.

Where additional assistance was required, the school would provide it. There had been a technician employed for several years, but that role had been restructured with the technician being appointed to the role of caretaker with limited responsibility for assisting within the technology faculty.

The principal had told the teacher that students should be involved in the cleaning up of the equipment as part of preparing them for life in a real workshop. Because technology teachers had a different role, they had less marking work to do, and this gave them more time for workshop maintenance and the preparation of the classroom.

The principal met with the teacher to try and negotiate a way to improve the situation, but the teacher was not prepared to alter his stance. The principal offered the teacher a senior student to provide him assistance, but that offer was rejected. The principal was able to confirm that in other schools technology teachers were required to undertake maintenance etc. in their workshops.

THE DECISION

The Authority concluded the wide, generic job description did not rule out the possibility of carrying out day-to-day maintenance etc. His job description particularly said the teacher was to ensure the classroom was well presented and maintained and that the upkeep and maintenance of the equipment used within the facility is the responsibility of the teacher.

The Authority interpreted the ambiguous job description in favour of the employer, and held that the teacher was not being required to do any more than could reasonably be expected of him under his job description. There was no merit in the claim.

The decision emphasises the importance of having a job description customised for the position. The dispute would not have arisen if the 'generic' job description had clarified the teacher's day-to-day responsibilities.

Thomson v Central Hawke's Bay College Board of Trustees [2016] NZERA Wellington 154

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