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 *
 GERALD RAU, *
 *
 Complainant, *
 *
 v. *
 *
 Chancellor, UNIVERSITY OF *
 WISCONSIN - MILWAUKEE, *
 *
 Respondent. *
 *
 Case No. 85-0050-PC-ER *
 *
 * * * * *

DECISION
 AND
 ORDER

In a complaint filed on April 3, 1985, complainant alleged that his employment with the respondent as a Program Assistant 1 was terminated due to his handicap. In an initial determination issued on January 16, 1986, an Equal Rights Officer employed by the Commission concluded that there was probable cause to believe that discrimination had occurred. Efforts to conciliate the matter were unsuccessful and the parties agreed to the following issue for hearing:

Did the respondent discriminate against the complainant on the basis of handicap with respect to the termination of his employment as set forth in the charge of discrimination.

- FINDINGS OF FACT

1. Complainant holds two bachelors degrees, received in 1958 and 1965, and attended Marquette University Law School for a period in 1965.
2. From 1967 until 1970, complainant worked in a laboratory.
3. In 1970, complainant was treated for optic neuritis which had caused a loss in his vision to the extent that he was legally blind (right eye 8/200, and left eye 3/200). Complainant's sight gradually recovered after 1972. In June of 1983 his corrected vision was right eye 20/50 and left eye 20/30 with a somewhat restricted field of vision. In April of 1986,

complainant's bifocal glasses provided him with 20/40 visual acuity in the right eye and 20/20 visual acuity in the left eye. Complainant's right eye turns outward and he has a decrease in his field of vision due to atrophy of the optic nerves which gives complainant difficulty with both distance and near vision.

4. The complainant has developed symptoms ascribed to multiple sclerosis, one symptom of which is optic atrophy. This is a handicapping condition and the complainant is a handicapped individual.

5. In 1977, as a student at the University of Wisconsin-Milwaukee, complainant was employed part-time by the University and performed custodial and food service work until 1980. From 1980 until October of 1984, complainant worked sporadically.

6. In the spring of 1984, complainant passed a civil service examination for the Program Assistant 1 (PA 1) classification. Complainant's name was among those certified as being eligible for a PA 1 position in the respondent's Purchasing Department. The certification list included a notation showing that complainant was handicapped.

7. Complainant was interviewed for the PA 1 position. Complainant was selected and began work on October 8, 1984 which served as the beginning of a standard six-month probation period.

8. The position description for the PA 1 position is attached hereto and incorporated by reference as if fully set forth as part of this finding.

9. As shown on the position description, the three primary duties assigned to the position were certificates of insurance, contracts and processing requisitions and orders, representing approximately 65% of the total hours available. The work assigned to the position is somewhat cyclical with the heaviest work loads coming around June.

10. Complainant's immediate predecessor in the PA 1 position was Patti Sander who served as the Purchasing Department's primary receptionist and, at one point, also typed the bulk of the department's purchase orders in addition to the certificates of insurance and contract work, although she was not assigned the responsibility for processing requisitions and orders. There was a three to four month gap between the end of Ms. Sander's employment and the beginning of complainant's employment, although there was no backlog of work facing the complainant when he began work on October 8, 1984. Before Ms. Sander, Toni Howard, a full-time LTE, performed basically the same duties as the complainant.

11. Complainant's immediate supervisor was Joyce Champeau who in turn was supervised by Susan Peterson.

12. Ms. Champeau trained the complainant in his duties. As with his predecessors, no procedures handbook or other written description of the procedures necessary for correctly carrying out the assigned tasks was provided to the complainant. However, the complainant did take notes of Ms. Champeau's instructions and kept those notes in a notebook.

13. Complainant wears glasses. When reading, he removes his glasses and holds what he is reading approximately six inches in front of his eyes in order to see it best. Because of his vision problems, complainant cannot read documents as quickly as most people.

14. As soon as he began working in his PA 1 position, both Ms. Champeau and Ms. Peterson observed complainant holding reading material close to his eyes. Ms. Champeau and Ms. Peterson assumed that the complainant was visually handicapped.

15. On November 19, 1984, Ms. Champeau completed complainant's first probationary evaluation. By that date, Ms. Champeau had provided training to

the complainant in certificates of insurance, contracts and certain other areas but not as to all areas of complainant's responsibilities. The evaluation stated that complainant needed to learn the additional areas he was not yet performing as well as increasing his speed and accuracy and improving his understanding as to those routines he was performing. Complainant submitted a typed response to the evaluation. The response read in part:

As far as speed and accuracy with which I perform my duties, the speed at which I work is slightly affected by my visual condition. Mrs. Champeau has on numerous occasions referenced my vision as possibly interfering with performance on the job.

16. On December 17, 1984, Ms. Champeau completed the second written probationary evaluation. Ms. Champeau again stated that complainant's speed and accuracy had to improve. Ms. Champeau noted that complainant had not yet been given all the duties assigned to the position and that complainant was working during the slow season. Complainant wrote a three page response to the evaluation which included the following statements:

I have a visual impairment which does not allow me to be quite as fast as other people.... I have gone to a professional who evaluated my reading speed who found that my reading speed is above average.... In summary, I am working as fast as possible and, I think, faster than the average person.

17. On January 25, 1985, and based upon the third written probationary evaluation of the same date, respondent notified complainant that his employment was being terminated, effective February 8, 1985:

The reason for this decision is your continued inability to satisfactorily perform the various duties assigned to your position. In spite of numerous suggestions and training efforts by your supervisor and other staff members, you continue to make errors in handling requisitions and certificates of insurance. You also continue to have difficulty, again after much coaching and assistance from your supervisor, in the timely handling of transactions. Your organizational skills also do not help you in the efficient and effective handling of the work associated with your position, a necessity in the Purchasing Office.

Complainant responded to the evaluation by writing:

During this shortened probation period, there was inadequate opportunity to effectively communicate to my supervisor on a one-to-one personal basis. I made concerted efforts to discuss my handicap, work related needs and difficulties and ways to make it possible for me to keep this job. I was ignored I sincerely believe that the positive contributions I've given to the Purchasing Dept. far outweigh "speed and accuracy errors" resulting in my termination.

18. Upon receiving the termination letter, complainant contacted the respondent's affirmative action office which then commenced an investigation. On January 31, 1985, Zaida Giraldo, Assistant to the Chancellor for Equal Opportunity, communicated the results of her investigation to James Skorlinski, Ms. Peterson's supervisor. In her letter, Ms. Giraldo recommended:

- 1) Withdrawal of the letter of termination.
- 2) Extension of the probationary period from 4/8/85 to 7/8/85.
- 3) Reassignment of Mr. Rau to the direct supervision of Susan Peterson, who has indicated that she would be willing to assume this responsibility.
- 4) Discontinuance of the out-dated evaluation forms that were used in the past.
- 5) Development of job standards that are clearly communicated to Mr. Rau.
- 6) On-going monitoring of Mr. Rau's progress on job standards and periodic discussions with him, communicating this assessment.
- 7) Efforts to provide reasonable accommodation to Mr. Rau's needs as a visually-impaired employee. He has indicated that the accommodation he was offered and never received was a lamp over the files. In addition, he mentioned that he needs a desk calculator and the same heating device that has been provided to other employees in the department.
- 8) As Mr. Rau's disability involves impairment of his field of vision, he should be allowed extra time to handle documents inasmuch as he cannot read an entire document at a glance.
- 9) Mr. Rau should be provided with any written procedural guidelines that currently exist in the office relevant to his duties and some attempt should be made to develop other such guidelines for any procedures complicated or detailed enough to require them. These guidelines should be drafted not with Mr. Rau in mind, but as

the normal documents that would be provided to guide any employee responsible for complex procedures.

19. Pursuant to Ms. Giraldo's recommendations, complainant's employment was not terminated and Ms. Peterson became his direct supervisor.

20. At approximately the time she assumed the role as complainant's supervisor, Ms. Peterson reviewed the training note book that complainant maintained. The notebook included numerous errors and was disorganized. Ms. Peterson determined that the errors arose from the complainant rather than from misinformation provided by Ms. Champeau.

21. On approximately February 13, 1985, Ms. Peterson provided complainant with written instructions covering essentially all of the procedures to be performed by the PA 1 position. At the same time, Ms. Peterson prepared a weekly training plan for the period from February 11th through April 5th.

22. In addition to several hours spent with complainant reviewing his notebook and several hours spent going over the new written instructions, Ms. Peterson spent an average of at least one hour per day at complainant's desk in one-to-one training. Complainant also went to Ms. Peterson's office to ask questions. Irrespective of the time spent by Ms. Champeau training complainant, Ms. Peterson spent twice as much time training complainant as was spent training complainant's predecessors, Ms. Sanders and Ms. Howard.

23. . Despite the additional training, complainant's overall error rate did not improve. Typically, his error rate would be improved for a week or two after he received training on a given subject but would then revert to the old error rate as the training moved on to another subject matter. Extensive and specific evaluations listing areas that needed improvement were provided to complainant on both March 5 and March 27, 1985.

24. By the end of March 1985, complainant was satisfactorily performing his payroll and newspaper advertising responsibilities which represented just

10% to 15% of the overall job responsibilities reflected on his position description. His other work was at a high error rate.

25. During the three to four month period after Ms. Sander left the PA I position and complainant was hired, the tasks were spread out among various employes within the Purchasing Department. After complainant began working, the duties were gradually transferred to him as he was trained. Complainant never was responsible for all of the work listed on his position description because of the difficulties he experienced in performing the work that had been assigned to him. During the course of his employment, complainant was assigned a special project of reconciling invoices for advertisements placed with Milwaukee newspapers. Complainant spent approximately 80 hours on the project over a period of many weeks. This project was consistent with the other duties assigned to the position even though it was not specifically described on the complainant's position description.

26. On March 27, 1985, respondent notified complainant that he had failed to meet the requirements for passing probation. The letter stated that the termination was due to continued errors and difficulty in timely handling transactions. Complainant's last day of employment was April 3, 1985.

27. The major component in the complainant's lack of speed in producing work was his error rate. It took complainant a substantial amount of time to go back and correct errors after they had been discovered. It would have required approximately 60 hours per week for the complainant to perform all of the duties set out in his position description, allowing him sufficient time for him to correct his errors and assuming someone else continued to review his work to find those errors. Complainant's error rate was not affected by his visual handicap.

28. No one was hired to fill the PA 1 position after complainant. The work associated with certificates of insurance was handled by a computer by December of 1985. All tracing work (routine tracing and tracing-on-demand) is now done by the department's receptionist. A word processing operator handles the newspaper advertising. Subscriptions and publications are assigned to Ms. Champeau who no longer has any supervisory responsibilities, and registrations are assigned to the accounts payable office rather than the purchasing office.

29. After his employment in respondent's Purchasing Department, complainant worked from July, 1985 to October, 1985, as a mail clerk for Milwaukee County. Because of his visual handicap, complainant could not sort the mail as quickly as required so he resigned.

30. Since February of 1986, complainant has worked as a volunteer with the U.S. Forest Service. His responsibilities there include some writing and compiling various reports and statistics.

31. Respondent provided the following accommodations because of complainant's handicap:

- a. A letter or document holder that clipped to the desk that could be adjusted to hold papers at a variety of levels.
- b. A basket or tray to be used to hold those files for which complainant was awaiting a return telephone call.
- c. An extra light that was placed over complainant's file cabinet.
- d. The written training instructions described in finding 21.
- e. Additional one-to-one training beyond that provided to complainant's predecessor's, as described in finding 22.

32. Respondent declined to make the following accommodations:

- a. Respondent did not permanently reassign any of the duties set forth in complainant's position description to other employes in the Purchasing Department.

b. Respondent did not accept complainant's offer to work, without pay, from 4:30 until 5:00 p.m.

Neither of these options would have improved the accuracy of complainant's work and the first one would have created significantly more work for the other person(s) who were temporarily performing complainant's responsibilities during complainant's training period.

CONCLUSIONS OF LAW

1. This matter is appropriately before the Commission pursuant to s.230.45(1)(b), Stats.
2. Respondent is an employer within the meaning of s. 111.32(6), Stats.
3. The complainant is handicapped within the meaning of s. 111.32(8), Stats.
4. The complainant has the burden of showing the respondent discriminated against the complainant when it terminated his employment effective April 3, 1985.
5. Complainant has failed to meet his burden of proof.
6. The respondent did not discriminate against the complainant when it terminated his employment effective April 3, 1985.

OPINION

Evidentiary Ruling

During the course of the hearing, the respondent sought to introduce several reports prepared at the request of the complainant's Division of Vocational Rehabilitation counselor. The reports were prepared by various persons outside of DVR and several include analyses of the complainant's physical and psychological condition. Complainant objected to the introduction of the documents (Respondent's Exhibits 14 through 18) as hearsay, and respondent contended that the documents fell under either the business

records (s. 908.03(6), Stats) or governmental records (s. 908.03(8), Stats.) exceptions to the hearsay rule.

A leading case in this area is City of Superior v. DILHR, 84 Wis.2d 663, 267 N.W.2d 637 (1978). In that public employe death benefits case, the Supreme Court upheld the admission of a physician's report that was a summary of a routine examination conducted of fire fighters before they started their employment with the City of Superior. The report had stated that the deceased's heart and cardiovascular system were normal. DILHR concluded that the employe's death was caused by heart disease and that the deceased's employment had aggravated the disease. The court held that the admission of the report was not erroneous where there was no showing that the diagnosis was complex or required an explanation of judgmental factors or that it was otherwise untrustworthy. 84 Wis.2d 663,673.

Exhibit 14 is a program report directed to complainant's DVR counselor from a psychotherapist. The contents of the report are complex and include conclusions that are based upon unspecified factors. Therefore, the objection to Exhibit 14 is sustained on hearsay grounds. Exhibits 15 and 16 are reports prepared by instructors at the Milwaukee Area Technical College, Department for the Visually Impaired. A review of these two documents shows that information they contain is not complex nor do they contain opinions that require an explanation of the underlying judgment factors. Exhibits 17 and 18 both appear to be reports prepared by DVR counselors reciting observations made during interviews with the complainant. Pursuant to s. 47.02(3)(a), Stats., the Division of Vocational Rehabilitation must maintain "records for each handicapped person who uses the vocational rehabilitation services". Therefore, the counselor's reports fit within the public records and reports exception to the hearsay rule set forth in s. 908.03(8), Stats.:

Records, reports, statements, or data compilations, in any form, of public offices or agencies, setting forth (a) the activities of the office or agency, or (b) matters observed pursuant to duty imposed by law....

Based on the above, Respondent's Exhibits 15 through 18 are admitted into the record in this matter, while complainant's objection to Exhibit 14 is sustained.

Merits

The Wisconsin Fair Employment Act provides that it is employment discrimination to refuse to hire or employ an individual on the basis of handicap, or to refuse to reasonably accommodate a prospective employee's handicap (unless the employer can show that accommodation would pose a hardship to its program). However, the statute makes certain exceptions regarding handicap discrimination. The relevant portions of the Fair Employment Act provide:

§111.34 Handicap; exceptions and special cases.

- (1) Employment discrimination because of handicap includes, but is not limited to:

* * *

(b) Refusing to reasonably accommodate an employee's or prospective employee's handicap unless the employer can demonstrate that the accommodation would pose a hardship on the employer's program, enterprise or business.

- (2) (a) Notwithstanding §111.322, it is not employment discrimination because of handicap to refuse to hire, employ, admit or license any individual, to bar or terminate from employment, membership or licensure any individual, or to discriminate against any individual in promotion, compensation or in terms, conditions or privileges of employment if the handicap is reasonably related to the individual's ability to adequately undertake the job-related responsibilities of that individual's employment, membership or licensure.

(b) In evaluating whether the handicapped individual can adequately undertake the job-related responsibilities of a particular job, membership or licensed activity, the present and future safety of the individual, of the individual's co-worker and, if applicable, of the general public may be considered. However, this evaluation shall be made on an individual basis and may not be made by a general rule which prohibits the employment or licensure of handicapped

individuals in general or a particular class of handicapped individuals.

In order to establish that an applicant was discriminated against because of handicap, the facts must show: (1) that the complainant is handicapped within the meaning of the Fair Employment Act, §111.32(8); (2) that the employer rejected the individual because of his/her handicap; and (3) that the employer's action was not legitimate under the Fair Employment Act (FEA). See Samens v. LIRC, 117 Wis. 2d 646, 657-58 (1984), citing Boynton Cab Co. v. ILHR Dept., 96 Wis. 2d 396, 406 (1980).

It is not disputed that the complainant suffers from certain restrictions in his vision. His field of vision is somewhat restricted and he reads best when he removes his glasses and holds the document approximately six inches in front of his eyes. This means that he reviews documents more slowly than most people. The respondent stipulated that complainant is handicapped as described in Finding 4. However, the extent or degree of the complainant's visual handicap, as it affects complainant's reading ability, is unclear from the record. Neither party presented evidence of any reading speed tests administered to the complainant. In his written response to the general probationary evaluation, complainant stated:

- I have gone to a professional who evaluated my reading speed who found that my reading speed is above average.

At hearing, complainant testified that he should have left the word "above" out of his statement, but he then went on to state that his reading speed was in fact above average as compared to the "person on the street". He also testified that at the time of his PA 1 interview, he believed he read slower than the average person.

Complainant's inconsistency on this point is disturbing, but is indicative of a generally unrealistic attitude toward himself and his limitations.

Complainant testified that he does not think of himself as being handicapped. He testified that he has never given up on anything even though he clearly resigned from his Milwaukee County mail room job because he could not meet the time standards for sorting mail. For all practical purposes, complainant never recognized that he was making errors while working in the PA 1 position. Finally, complainant has not accepted repeated diagnoses that he is suffering from multiple sclerosis¹ and continues to explain his vision problems as arising from his work with chemicals in a laboratory. As a consequence, in resolving any conflicts between testimony of the complainant and other witnesses, the Commission gives effect to the other witnesses' testimony. In light of the complainant's own testimony, his conduct at the hearing and the testimony of other witnesses, the Commission concludes that complainant's vision problems had a very limited effect on his actual reading speed. It had some effect on his ability to quickly locate and identify documents.

The second element in establishing discrimination because of handicap is rejection (termination) because of the handicap. The March 27th termination letter stated, in part:

The reason for this decision is your continued inability to satisfactorily perform the various duties assigned to your position. In spite of numerous suggestions and training efforts by your supervisor and other staff members, you continue to make errors in handling requisitions, contracts, reports and certificates of insurance. You also continue to have difficulty, again after much coaching and assistance from your supervisor, in the timely handling of transactions, a necessity in the Purchasing Office.

¹ During the course of complainant's employment, the respondent was unaware that complainant had been diagnosed as having multiple sclerosis.

Respondent contends that "complainant's vision was not a factor in his poor performance and ultimate termination." Brief, page 8. The record supports a conclusion that complainant's vision was one of several factors that caused his poor performance in the PA 1 position. Complainant's vision, as it affected his ability to locate and identify documents, reduced the speed at which he could perform much of his work. However, Complainant's vision was not the cause of his high error rate, nor did it cause his difficulties in learning new procedures and in organizing his work. It was the complainant's high error rate that had the most significant effect on complainant's work speed because complainant had to spend so much of his time correcting his errors.

Having found that complainant's vision was one, albeit a secondary, factor in his poor performance which, in turn, resulted in probationary termination, the next element in establishing discrimination because of handicap is determining whether the respondent's action was legitimate under the Fair Employment Act. The burden of showing legitimacy is on the respondent. This burden may be initially satisfied by showing that the employe's handicap "is reasonably related to the individual's ability to adequately undertake the job-related responsibilities." S. 111.34(2)(a), Stats. Respondent has satisfied this burden by showing that the complainant's lack of speed in performing his assigned tasks meant that he was simply not performing some of those duties set out in his position description. (See finding of fact 25).

The final issue before the Commission is whether any reasonable accommodation could have been made which would have made it possible for the complainant to adequately perform the duties of the position. It is illegal for an employer to refuse "to reasonably accommodate an employe's ... handicap

unless the employer can demonstrate that the accommodation would pose a hardship on the employer's program...." §111.34(1)(b), Stats.

Finding 31 sets forth two accommodations that respondent declined to make for the complainant. Respondent did not permanently reassign any of the duties on the PA 1 position description to other Purchasing Department employees during complainant's tenure. Respondent also declined to accept complainant's offer to work, without pay, from 4:30 p.m. until 5:00 p.m. These two options represent the only two types of accommodations that are available for a person who is unable to complete the assigned work within the allotted time: increase the amount of time available to complete the work or decrease the amount of work.

Complainant specifically offered to work an additional 4 hours per week without pay. Ms. Peterson refused the offer, stating that the union would not allow it. Even if the union had no objections to the unpaid overtime, Ms. Peterson's testimony established that it would have taken an additional 20 hours rather than 4 hours each week in order for the complainant to complete his assigned work. The 4 hour per week offer was not enough to compensate for the complainant's work speed. Respondent could not require complainant to work overtime without pay, so an accommodation sufficient to allow the complainant to generate the quantity of work described in his position description was not available.²

The other accommodation not made by the respondent was to permanently assign some of complainant's work to other staff. Case law indicates that

² Obviously, an accommodation allowing the complainant to perform the quantity of work covered by his position description would still not address the underlying problems with the quality of his work.

the duty to accommodate does not include utilizing other employes to actually perform a job duty for the handicapped individual. McFayden v. MEOC (University Book Store), No. 81-CV-3744 (Dane County Cir. Court 11/15/82). In Bento v. I.T.O. Corp., 36 FEP Cases 1031 (D.C. R.I., 1984), the court held that the requirements of the Rehabilitation Act of 1973 for making reasonable accommodations for an employe's disability "do not obligate companies materially to rewrite job descriptions." 36 FEP Cases 1031, 1041. In the present case, several major responsibilities would have to have been removed from the complainant and assigned to other personnel in order to allow complainant to timely complete his remaining work. Such a reassignment would mean that respondent would be creating a new and lesser job that was compatible with the complainant's work speed rather than modifying the manner used by the complainant in performing his permanently assigned work.

Complainant cites Consolidated Papers v. LIRC, 85-1384, (April 17, 1986), an unpublished decision of the Court of Appeals, District IV, as requiring an employer to "restructure jobs or reassign job duties" in order to meet the obligation of reasonable accomodation. The facts in the Consolidated Papers case were described by the Court of Appeals as follows:

- A hearing examiner for DILHR found that Joseph Kappell was employed by Consolidated at its Appleton plant from 1952 until 1982, when he was laid off due to the plant's closing. Consolidated gave all terminated employees in Kappell's status preference for rehire at other plants. Kappell would have been eligible for rehire in the labor pool. He applied for the position. A condition of rehire into the labor pool was that an employee have no physical limitations. Kappell had a sixty pound lifting restriction due to a hernia. Consequently, he was not rehired. Many job functions performed by the labor pool position did not require lifting more than sixty pounds. The examiner concluded that Consolidated discriminated against Kappell on the basis of handicap by refusing to rehire him because of his weight lifting restriction.

The relevant issue before the Court of Appeals was whether there was substantial evidence supporting the finding of discrimination and, more

specifically, the finding that Consolidated could have rehired Kappell and had him perform functions within his capabilities without any disruption of the work assignment process. The court held that there was substantial evidence supporting those findings:

James Casper, Consolidated's Human Resources Director, testified that some of the functions which the labor pool position would be required to perform could be performed by a person with a sixty pound lifting restriction. He testified that it would be possible to work around the restriction. In fact, Consolidated had between one hundred and two hundred people in the labor pool with some physical restrictions. Consolidated had accommodated some employees in the labor pool with a fifty pound lifting restriction.

The Consolidated Papers decision is clearly distinguishable from the facts of the present case. In Consolidated Papers, the employer had previously accommodated persons with more severe restrictions, presumably by allocating those tasks requiring heavy lifting to the persons in the labor pool without lifting restrictions. In the present case, the requested accommodation involves the elimination of a substantial portion of complainant's duties so that complainant would have more time to spend on his remaining duties. Complainant would end up performing approximately one-third fewer functions than were projected for his position. The Commission does not interpret Consolidated Papers to require a reduction in duties.

Complainant also contends that because the PA 1 position was not filled after complainant's departure but the duties were performed either by a computer or by other Purchasing Department employees, it could not have been a hardship to the respondent to have restructured the position before complainant's termination. This argument relates closely to the complainant's Consolidated Papers argument. An employer could take 99% of the duties assigned to a handicapped employee and distribute them among 100 co-workers performing similar functions. The co-workers could assume the incremental increase in duties without hardship and the handicapped employee would be left

with a position that he or she could easily manage. But the handicapped employe's new position is not even remotely the same duties that were originally assigned. It is not the same job and an employer is not required to create a new job as an accomodation for a handicapped employe.

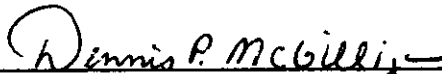
Based upon the above analysis, the respondent's action of terminating complainant's employment before the end of the probationary period was legitimate under the Fair Employment Act.

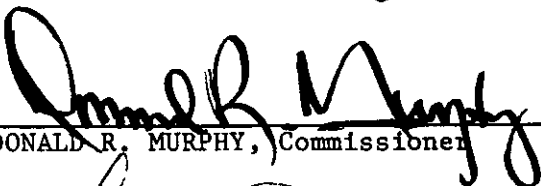
ORDER


This complaint is dismissed.

Dated: February 5, 1987

STATE PERSONNEL COMMISSION


DENNIS P. MCGILLIGAN, Chairperson


DONALD R. MURPHY, Commissioner


LAURIE R. McCALLUM, Commissioner

KMS:baj
BAJ2/2 -

Parties

Gerald T. Rau
1300 E. Kane, #406
Milwaukee, WI 53202

Frank E. Horton
Chancellor, UW-Milwaukee
Chapman Hall
Milwaukee, WI 53201

3
2

POSITION DESCRIPTION

DER-PERS-10 (Rev. 1-78)
State of Wisconsin
Department of Employment Relations
DIVISION OF PERSONNEL

Exhibit H

1 Position No 7575.100	2 Cert/Reclass Request No 8503M	3 Agency No -895 285
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4 NAME OF EMPLOYEE Gerald Rau	5 DEPARTMENT, UNIT, WORK ADDRESS UWM Administrative Affairs Purchasing & General Services Purchasing - Sandburg W360
6 CLASSIFICATION TITLE OF POSITION PROGRAM ASSISTANT I	
7 CLASS TITLE OPTION (To be Filled Out By Personnel Office)	8. NAME AND CLASS OF FORMER INCUMBENT Patti Sanders
9 AGENCY WORKING TITLE OF POSITION	10. NAME AND CLASS OF EMPLOYEES PERFORMING SIMILAR DUTIES None
11 NAME AND CLASS OF FIRST-LINE SUPERVISOR Joyce Champagne, Prog. Asst. Supv. 2	12. FROM APPROXIMATELY WHAT DATE HAS THE EMPLOYEE PERFORMED THE WORK DESCRIBED BELOW?
13. DOES THIS POSITION SUPERVISE SUBORDINATE EMPLOYEES IN PERMANENT POSITIONS? AND ATTACH A SUPERVISORY POSITION ANALYSIS FORM (DER-PERS-84) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> IF YES, COMPLETE	

14. POSITION SUMMARY - PLEASE DESCRIBE BELOW THE MAJOR GOALS OF THIS POSITION

This position is responsible for certificates of Insurance, contracts and processing of some requisitions and orders.

15. DESCRIBE THE GOALS AND WORKER ACTIVITIES OF THIS POSITION (Please see sample format and instructions on back of last page.)


- GOALS: Describe the major achievements, outputs, or results. List them in descending order of importance.
- WORKER ACTIVITIES Under each goal, list the worker activities performed to meet that goal.
- TIME %: Include for goals and major worker activities.

(Continue on attached sheets)

TIME %	GOALS AND WORKER ACTIVITIES
	See attached

RESPONDENT'S
EXHIBIT # 4

MAY 15 1984



16. SUPERVISORY SECTION - TO BE COMPLETED BY THE FIRST LINE SUPERVISOR OF THIS POSITION (See Instructions on Back of last page)

a. The supervision, direction, and review given to the work of this position is () close () limited () general.

b. The statements and time estimates above and on attachments accurately describe the work assigned to the position. (Please initial and date attachments.)

Signature of first-line supervisor: Joyce Champagne Date: 8/22/84

17. EMPLOYEE SECTION - TO BE COMPLETED BY THE INCUMBENT OF THIS POSITION

I have read and understand that the statements and time estimates above and on attachments are a description of the functions assigned my position. (Please initial and date attachments.)

Signature of employee: Gerald T. Rau Date: _____

18. Signature of Personnel Manager: [Signature] Date: 8/22/84

1-11
GA

UWM Purchasing and General Services/Purchasing Office

B/02/8080
7575.100
REV 8/16/84

POSITION SUMMARY:

This position is responsible for certificates of Insurance, contracts and processing of requisitions and orders.

TIME % RATE OBJECTIVES AND TASKS

30%

A. Insurance Work

The Purchasing Office has approximately 550 current certificates of insurance on file; 50 of these are vendors who provide ongoing product or service to this campus. This position is responsible for the following:

2 N

1. Requests and is responsible for receipt of all performance bonds and certificates of insurance for procurement staff.

3 N

2. Works closely with campus Risk Management to insure adequate insurance coverage for all transactions which require insurance coverage.

2 N

3. Verifies insurance coverages and maintains current insurance file, maintaining a tickler file for those vendors who require ongoing coverage.

3 N

4. Contacts vendors continually to insure proper insurance coverage on all ongoing transactions as well as pending orders.

20%

-

B. Contract Work

The Purchasing Office executes approximately 100 contracts per year. These include maintenance contracts, performances, rentals, lease/purchase, contractual services, etc. This position is responsible for the procedure as follows:

2 N

1. Prepares proper signature clause and riders when required.

3 N

2. Maintains open contract file and continually, by phone and written correspondence, releases follow-up to obtain properly executed contract and completion of the transaction.



2

15%

C. Processing of requisitions which normally do not require formal orders such as subscriptions, registrations and publications.

10%

D. Tracing and inventory duties to include:

1. Routine tracing
2. Responds to status inquiries on quotations, requisitions, purchase order release dates, etc.
3. Maintain office supply inventory
4. Credit cards
5. Other duties as assigned

5%

E. Payroll:

1. Completes time reporting for biweekly payrolls for all Purchasing employees.
2. Reconciles biweekly leave activity report records.
3. Resolves minor problem areas with Payroll Department.

5%

F. Reporting:

3 N

1. Responsible for releasing accurate, timely, reporting data to Purchasing Agent for the following:
 - a. Minority Report
 - b. Fuel oil and gasoline reports
 - c. Completion and follow-up of BP questionnaire results with Madison Purchasing.
 - d. Surplus and trade-in reports.

5%

G. Typing Duties:

2 N

1. Complete Return Material Instruction duties to include preparation, maintenance and tracing.

2 N

2. Routinely sends letters to vendors tracing requests for contract signatures and certificates of insurance.

2 N

3. Replies in writing to requests for tax-empt information.

2 N 4. Prepares correspondence for the Manager of Purchasing and at the direction of the Program Assistant Supervisor-2.

5%

H. Newspaper Advertising:

3 N 1. Places all sealed bid ads for legal notices and local advertising in appropriate newspapers and catagory.

3 N 2. Advertises surplus equipment in local and campus newspapers.

2 N 3. Responsible for record keeping above ads, including obtaining and filing of ads.

4%

I. Record Keeping:

2 N 1. Maintains all records for department transactions, reconciling invoices with purchase orders. Includes increases/decreases encumbrances on existing orders.

3 N 2. Keeps quotation log by single quotes, multiple and sealed bids, waivers and RPA'S, etc.

3 N 3. Responsible for departmental filing of contracts and insurance certificates.

3 N 4. Works with Accounting to insure encumbrance changes are accomplished on a timely basis so as to expedite release of purchase orders and change orders. This includes keeping records on all encumbrance cancellations.

2 N 5. Keep copier log.

2 N 6. Maintains monthly record of postage meter register readings.

1%

J. Miscellaneous duties, as assigned.

KNOWLEDGE & ABILITIES

- | | |
|-----|---|
| 4 Y | 1. Candidate must have superior telephone skills. |
| 3 Y | 2. Candidate must have written and oral communication skills. |
| 3 Y | 3. Candidate must be able to learn and utilize multiple filing systems. |
| 3 Y | 4. Candidate must have organizational skills. |
| 2 Y | 5. Candidate must possess accurate typing skills. Speed is not necessary. |

74
5

Job Content Questionnaire Rating Instructions

These ratings will be used as an aid in decision-making regarding examination content. Rate each task and knowledge listed on the attached questionnaire or position description by indicating your answer to the following questions.

TASKS: Answer both questions for each job task by writing the number or letter corresponding to your answer in the space provided on the questionnaire or position description.

Rating 1 - To what extent does performance of this task distinguish the more competent experienced employees from those experienced employees who are less competent?

- 4 = Greatly
- 3 = Considerably
- 2 = Somewhat
- 1 = Not at all

Rating 2 - Do new employees receive a standard, planned course of instruction or training in the performance of this job task other than a customary orientation to the organization, job setting and work procedures?

- Y = Yes, a standard, planned course of instruction or training is provided to all new employees in the performance of this job task
- N = No, new employees are expected to have the necessary knowledge and skills to perform this job task after a customary orientation to the organization, job setting and work procedures.

KNOWLEDGE: Answer both questions for each job knowledge by writing the number or letter corresponding to your answer in the space provided on the questionnaire or position description.

Rating 1 - What degree of this knowledge do acceptable new employees have after a customary orientation to the organization, job setting and work procedures?

- 4 = Advanced
- 3 = Intermediate
- 2 = Basic
- 1 = None

Rating 2 - Do more competent, experienced employees generally have a greater degree of this knowledge than less competent, experienced employees.

- Y = Yes
- N = No