

In a very similar case, also in Colorado, a job placement company referred a blind applicant to a telemarketing company for approval and training as a customer service representative. When the Project Manager asked the applicant how he could do the job without seeing the prompts on the computer screen, the applicant explained that JAWS software, which he had used in previous customer service jobs and was available on the Internet, would allow him to do the job. The telemarketing company's Information Technology Director was consulted and reported that JAWS could not read a customer's name in time for the applicant to greet the customer without losing the call. Although the applicant told the Project Manager that he had arranged for his vocational rehabilitation counselor to be available throughout the day to assist with any questions about JAWS, the manager, without giving any reason, simply told him that the company had decided not to download JAWS. The applicant used JAWS in similar jobs both before and after applying with the company and never experienced a time lag in the computer reading the information off the screen. This was confirmed by an expert from Beyond Sight, who said that the company should have contacted a specialist instead of relying on an IT person with no experience installing or using the software.

Under a consent decree, the company will pay \$50,900 and is prohibited from future disability discrimination. The company also will designate a senior-level employee to discuss employee complaints or concerns about discrimination and guide the company in making determinations on reasonable accommodation requests at each of its seven call centers. Further, in consultation with state vocational rehabilitation services professionals, the company will make its best efforts to hire qualified blind or visually impaired customer service representatives at each of its call centers, and in its semiannual reports to EEOC will describe its recruiting efforts and identify the state vocational rehabilitation employees with whom it has worked. EEOC v. Protocol Communications a/k/a Canicom, Inc., and Southside Pers. Servs., Inc., d/b/a United Pers., Inc. (D. Colo. Jan. 5, 2005).