

# **Michael Rabins' Commentary on "Question of Delegating Responsibilities"**

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Question of Delegating Responsibilities

It would appear that Dan Dorset has been somewhat imprudent in putting his money down for the skiing condo vacation on such a tight timetable with his work. By not leaving any slack in his schedule, he is inviting Murphy's law to go into operation. This fact puts him in a negative light when discussing his situation with Ed Addison and others at Rancott.

First and foremost, Dan must "act in professional matters for each employer or client as a faithful agent or trustee" (NSPE Fundamental Canon #4). As a salaried employee of Rancott he owes allegiance to their policies and procedures. He is fully expected to loyally carry out Rancott's policy of sending one of it's engineers to supervise all installations. This does not mean accepting Boulding employee Jerry Taft's offer to supervise the installation in his place. Even if Jerry Taft were more qualified than Dan Dorset to supervise the installation, that would not abrogate Dorset's responsibility to sign off on correct installation as an employee of Rancott, therefore assuming Rancott liability.

One other unlisted possibility that may be feasible in version I of the case, is for Dan to go to the "nearby ski resort" and start his skiing vacation as scheduled. Then, when the two late units arrive two or more days later, he could arrange for Jerry to call him and interrupt his vacation for the "full day to install them". This would mean some additional travel and cost to Dan, but he would still be meeting all of his professional obligations. In this case, depending upon company policy and how well he gets along with his supervisors, it might be reasonable for him to request reimbursement for the cost of the extra travel since the late delivery of the two units was ostensibly Rancott's fault. Also, Rancott would certainly have had to approve Dan's vacation in advance, so his supervisors had to have known about Dan's

vacation plans. However, it is difficult to make a case for any reason for Dan Dorset to call Rancott's home office to ask permission to let Jerry take care of the two units. Similarly, it is difficult to justify Dan's just leaving for his vacation while accepting Jerry's offer to supervise the installation.

In either one of these latter scenarios, Dan and Jerry would obviously have had to sign off on the final installation documentation (version IV) in clear violation of several aspects of the NSPE code of ethics. First there is the Fundamental Canon about issuing public statements in a truthful manner (I-3). Then there is the Rule of Practice regarding not signing any plan or document not prepared under their direction and control (II-2-b). Next there is the Professional Obligation to not sign any specifications that are not in conformity with accepted engineering standards (III-2-b). The standard here is the announced Rancott policy of having their salaried employee supervise all installations. Finally there is the Professional Obligation to avoid misrepresentations which are misleading or intended to create an unjustified expectation (III-3-a). Here the unjustified expectation by Boulding would be that the installation had been overseen by a Rancott employee (not Jerry Taft, their employee), and that Rancott was accordingly assuming liability.

Version II of the case raises some additional flags. First, it is not clear that Ed Addison's cocktail conversation with Dan was appropriate. It misses all of the points raised in the previous paragraphs about the professional ethics of the situation or the expected loyalty of Dan (and Ed) to Rancott. The question is not whether Dan should have left early if he had known Ed's position when he was at Boulding. The question is really whether Ed's position was acceptable and what should Dan have told him-- in a nice way over a second beer. Incidentally, Ed's final response to Dan's question in version II about the risk involved raises still other questions. How could the risk be estimated of installing the units without Dan's supervision? How safe would be safe enough? There is some excellent literature on risk analysis and risk management which may be relevant reading for Rancott management in reviewing their policy. Some of this literature differentiates between voluntary risks (like skiing) and involuntary risks (like using equipment not properly installed by others).

The new idea introduced in version III of the case is that Rancott is not required by law or contract to supervise installations. This fact really does not change previous arguments presented above. The Rancott policy of requiring installation supervision by a Rancott employee supersedes whatever contractual arrangements have been negotiated between Rancott and Boulding. Further, legality does not equal morality.

There have been many laws in the past that were clearly immoral (supporting slavery or genocide for example) and there has been an absence of many needed laws which would have pointed to moral behavior. The resulting laws following Watergate are a case in point.

Version V introduces a new consideration, namely that instead of a skiing vacation, a following important assignment of a second installation is a scheduling conflict. Regardless of Dan's conversation with Ed (in version III) it is incumbent on Dan to either get Rancott to send a substitute for him to Boulding or to rearrange his follow-on schedule. For all of the reasons given above, Dan should not allow himself or the company to be put in a vulnerable position just to maintain a schedule. Whether in this version or the following one (VI) where he went skiing and nothing ever goes wrong, it is still incumbent upon Dan and his company to do the right and professionally acceptable thing.