

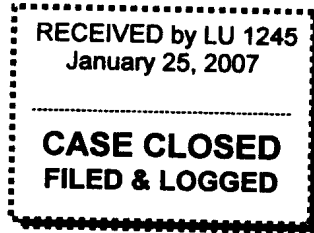
201.6; 202.21; 202.23: No violations occurred when an employee was denied a Co. vehicle to respond to an emergency in another headquarters.



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MARGARET A. SHORT, CHAIRMAN  
DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

## REVIEW COMMITTEE



**IBEW**



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
SALIM A. TAMIMI, SECRETARY

**Pre-Review Committee No. 16556  
OM&C – Electric T&D - Lakeport**

Carol Quinney  
Company Member  
Local Investigating Committee

Rich Cowart  
Union Member  
Local Investigating Committee

### Subject of the Grievance

The grievant was denied a Company vehicle to respond to an emergency in another headquarters.

### Facts of the Case

The grievant whose regular headquarters is Lakeport, stated he has often responded to emergency requests at from other headquarters. Usually he goes into the Lakeport yard, picks up a Company vehicle and then goes to the yard with the emergency. Recently, no specific date was given; he'd been told that due to a lack of spare vehicles, he was to use his personal vehicle. He did and was appropriately compensated. However, the grievant said sometimes when responding to emergencies, he is asked to bring equipment. For this reason he does not want to use his personal vehicle.

The supervisor stated if the requesting headquarters needed equipment, they should drive over in a Company vehicle and pick up the equipment, not ask the employee to do it in his personal vehicle.

### Discussion

At the outset, the Pre-Review Committee is in agreement that it is not unusual for employees to use their own vehicles for Company business: job siting; temporary headquarters reporting; travel to training classes; Meter Reading, etc, and are compensated for the use of their vehicle. (Sections 201.6, 202.21, and 202.23) Further, the parties support efforts for efficient and cost effective management of the Company and specific to this grievance, the review of fleet vehicles relative to operating needs.

It is recognized that there is nothing in the labor agreement that clearly obligates Company to provide an employee a vehicle to get to work or to the job site. Under Section 201.6 the Company must authorize the use of personal vehicles and under Section 202.23 the


Company must approve any voluntary arrangement for commute to temporary headquarters. In this instant case there were no extra vehicles for the grievant to use and the Company authorized the use of the grievant's personal vehicle.

As the Company continues its review of Fleet, it should consider that if the personal use requirements become so onerous to employees, this could be counter productive to the objective of getting employees to respond for emergency duty. Additionally all employee modes of transportation may not be conducive or safe for emergency assignments.

Decision

No violation of the Agreement occurred. However, the PRC recommends the issue raised in this case be discussed at one of the Company - Union Business Transformation update meetings.

This case is closed without adjustment.

  
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Margaret A. Short, Chairman  
Review Committee

11/16/06  
\_\_\_\_\_  
Date

  
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Bob Choate, Secretary  
Review Committee

11/16/06  
\_\_\_\_\_  
Date