

DATE

December 26, 1986

OUR REF

G0507:LRS:Lrs:61

SUBJECT

Use of Personal Vehicles While on Duty

TO

• Joseph A. Ryan
MSC Manager/Postmaster
Las Vegas, NV 89114-9998

I have reviewed the questions presented by Billy C. Harrell in his letter of December 16, 1986 to you. They relate to the situation where a Postal employee is traveling in their personal vehicle while in an on-duty status and is involved in an accident. This is a common situation, and the answers to the questions presented are quite clear.

The Postal Service will pay damages to the other vehicle if it is established that the Postal Service employee was negligent. This is also true as to personal injury damages to the driver of the other vehicle. The Postal Service will not pay for the damage done to the vehicle of the Postal employee. The Postal employee will be entitled to benefits from OWCP under the Federal Employees Compensation Act, if he is injured.

Fault does not enter into whether the Postal Service would pay damages, except in determining whether payments are due to the driver or owner of other vehicles involved in the accident or other parties injured in such an accident. The Postal Service is liable for any such damages which are attributable to the wrongful or negligent conduct of a Postal Service employee acting in the scope of his or her employment. The Postal employee is entitled to OWCP benefits whether or not he or she was at fault in the accident. The Postal Service will not pay damages to the employee's vehicle, even when the employee is not at fault.

The Postal Service will not pay any increase in premiums if the insurance company charges more as a result of use of a private vehicle in Postal employment. The Postal Service will pay medical care for non-employees injured as a result of the wrongful or negligent acts of a Postal employee, acting in the scope of their employment; and any other damages which a court might determine to be payable as a result of the wrongful or negligent acts of the Postal employee. The Postal employee would be covered by the OWCP just as if they were hurt in an industrial accident on the workroom floor.

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The primary difference in the situation where the Postal employee is driving a Postal vehicle and when they are driving their personal vehicle is that the Postal Service will not be responsible for damages to the private vehicle of the Postal employee, whether or not the Postal employee was at fault in the accident. The Postal Service will be responsible for damages to the Postal vehicle in such situations, except to the extent that Section 3 of Article 28 of the National Agreement might be applicable.

There are some circumstances where Postal employees have contracted to use their private vehicles in the performance of Postal Service duties. In such situations, it is possible that there may be some right to order them to use their private vehicle. That is a question which I will have to leave to Postal Service Labor lawyers. Unless there is a contract between the employee and the Postal Service for the use of the private vehicle, there would never be any circumstances in which the Postal Service could order the employee to use his private vehicle. If such an order were given, the employee would be entitled to refuse to obey. It would be a wrongful effort to exert dominion over private property on behalf of the Federal Government. The Judicial process for such an exercise is quite detailed, and the Postal Service only follows such judicial route under the most unusual of circumstances. This would never be applicable to an effort to require an employee to use his personal vehicle for Postal Service purposes.

There are some private automobile insurance policies, which contain language which can be interpreted to include the United States as an additional insured. Extensive litigation has established that the Postal Service is entitled to claim the benefits of such insurance policies, even though the premium has been paid by the employee. Many insurance companies have added exclusionary language to the policies, which will eliminate this right of the Postal Service. Where the United States is included as an additional insured and there is no exclusionary language, the Postal Service will refer any claims by outsiders to the insurance company of the employee. This may have the practical effect of raising the premium, which must be paid by the employee. If an employee is concerned about such a possibility, it would be well for him to review the language in his automobile insurance policy with the agent of the insurance company.



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