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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-195387

DATE: December 15, 1981

MATTER OF: John H. Ledbetter - Cleaning Work Uniforms -
Labor-Management Agreement

DIGEST: Due to erroneous action of supervisor, employee incurred expenses in amount of \$180.73 in laundering his cook's whites during period April 1 through September 23, 1978. By agency regulation and mandatory provision in labor-management agreement, Department of Army agreed to bear full expense of cleaning special clothing that employees are required to use in accomplishing assigned duties. Agency grievance official found, in effect, that supervisor's action was in violation of mandatory provision of agreement. Since agency required employee to maintain work uniforms in clean condition, since he incurred additional expenses of laundering uniforms as direct result of erroneous action of supervisor contrary to agency regulation and labor-management agreement, and since Government would otherwise have incurred expenses in cleaning employee's uniforms, the claimed expenses of \$180.73, which are reasonable and sufficiently documented, may be paid.

This decision is in response to a request by Lieutenant Colonel A. E. Velez, Finance and Accounting Officer, Headquarters, U.S. Army Signal Center and Fort Gordon, Fort Gordon, Georgia, Department of the Army, for a decision as to whether a voucher in the sum of \$180.73, may be certified for payment. The voucher was submitted by Mr. John H. Ledbetter, an employee at the installation, for reimbursement of expenses incurred in the cleaning of his work uniforms, commonly referred to as "cook's whites."

The issue for determination is whether officials of the Department of the Army violated the provisions of an agency regulation and the Labor-Management Agreement between the United States Army Signal Center and Fort Gordon and Local 2017, American Federation of Government

Employees (AFGE), AFL-CIO, so as to justify reimbursement to Mr. Ledbetter of the reasonable costs he incurred in laundering his work uniforms during the period in question.

The pertinent facts and circumstances, briefly stated, are as follows: Mr. Ledbetter was employed as a cook, WG-8, by the Department of the Army. Prior to April 1978, his work uniforms were cleaned by the agency at the Government laundry. The employee reports that on or about April 1, 1978, his supervisor stated in a meeting that the laundering of cook's whites would be the responsibility of each individual cook. A witness also states that the supervisor did give this instruction on or about that date. The supervisor states that he does not remember making such a statement. Mr. Ledbetter reports, with documentation, that he bore the cost of laundering his whites until September 23, 1978, when he was transferred to another dining facility.

Mr. Ledbetter filed a grievance with the Department of the Army seeking reimbursement of the expenses he had incurred in laundering his work uniforms during the period April 1 through September 23, 1978. At the conclusion of a second step grievance meeting between the grievant, agency officials, witnesses, a Labor Relations Specialist, and the grievant's representative, it was determined that the procedure for laundering dirty whites had been changed on or about April 1, 1978; that the possibility for confusion did exist as to the correct procedure to be used for laundering cook's whites; and there was sufficient basis to believe Mr. Ledbetter's version of the events that had occurred. The grievance panel and the commanding officer recommended that a reasonable settlement be made with the employee and that he be reimbursed for the expenses incurred in accordance with appropriate law and regulation and decisions of the Comptroller General of the United States. The claimant was instructed to provide all receipts in his possession to substantiate his claim. He has provided an itemization, with documentation, of expenses incurred by him in having his uniforms cleaned and laundered during the period in question.

Mr. Ledbetter and his representative contend that management officials violated Article 18, section 1, of the Labor-Management Agreement between the United States Army Signal Center and Fort Gordon and Local 2017, American Federation of Government Employees, AFL-CIO. Article 18, section 1 states that "[s]ubject to the provisions of applicable regulations, the Employer will bear the full expense of all special tools, special clothing, and special equipment employees are required to use in the accomplishment of their assigned duties." The agency also reports that paragraph 1-15b (3), AR 210-130, Laundry/Dry Cleaning Operations, authorizes the cleaning of uniforms at a Government facility without charge.

We have been advised by food service officials at Fort Gordon that the cook's whites uniform consists of jacket, pants, and apron. The uniforms, usually five, are furnished each cook by battalion unit supply. They are to be worn only when the employee is on duty. A cook is required to change uniforms each day for cleanliness and sanitation purposes. On occasion, a cook is required to change uniforms twice in one day when he works a long shift or two shifts. After three uniforms become soiled, they are taken to unit supply and exchanged for three clean uniforms of the same size. Upon termination of employment, a cook is required to turn in the five uniforms issued to him to unit supply for reissuance to other employees, as they remain the property of the Government.

The evidence of record clearly discloses that by regulation and labor-management agreement, the Department of the Army agreed to bear the full expense of all special clothing which its employees were required to use in performing their official duties. As to Mr. Ledbetter, this included the cleaning and laundering of his cook's whites. He discontinued having his uniforms laundered at a Government facility only because of the erroneous statement made by his supervisor, and he arranged for the cleaning of his uniforms at his own personal expense during the period in question. Thus, there was a loss of a benefit conferred upon the claimant by regulation and labor-management agreement

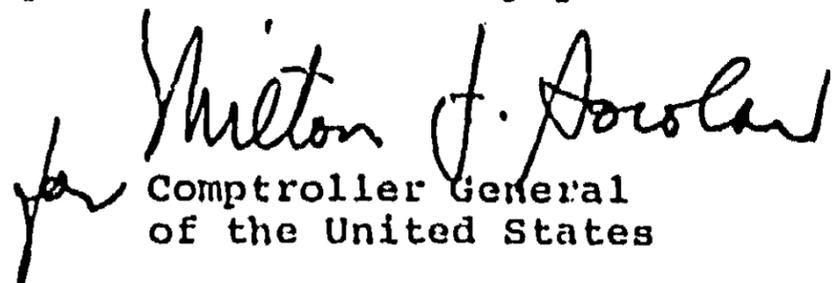
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caused by the erroneous act of an agent of the Government. It is also clear that under normal circumstances, the United States would have incurred expenses in laundering Mr. Ledbetter's cook's whites during the period under consideration.

Here, Mr. Ledbetter was required by the agency to maintain his cook's uniforms in clean condition for purposes of cleanliness and sanitation. He incurred the additional expense of having his uniforms laundered as a direct result of the act of his supervisor, which was contrary to agency regulation and labor-management agreement. Since the Government would otherwise have incurred the expenses of cleaning the employee's uniforms, and since the commanding officer of the claimant's work unit acting as the grievance official recommends that a reasonable settlement be made to Mr. Ledbetter, we conclude that the claimed cleaning expenses of \$180.73, which are reasonable in amount and sufficiently documented, may be paid from appropriations otherwise available.

With respect to the general rule that "the United States is neither bound nor estopped by the acts of its officers or agents in entering into an arrangement or agreement to do or cause to be done what the law does not sanction or permit," (Utah Power & Light Co. v. United States, 243 U.S. 389 (1917)), the rule is not applicable to the facts of this case. Here, the express provisions of Department of the Army regulations and the labor-management agreement between the Army Signal Center and Fort Gordon and the AFGE provided that the agency would bear the full expense of all special clothing employees were required to use in performing their official duties. The employee's supervisor could not, by his actions or conduct, waive these provisions or nullify their enforcement. Montilla v. United States, 457 F.2d 978, 986-987 (1972); William J. Elder and Stephen M. Owen, 56 Comp. Gen. 25 (1976).

Accordingly, the voucher submitted by Mr. Ledbetter in the amount of \$180.73 may be certified for payment.


Comptroller General
of the United States