

MEMORANDUM OF AGREEMENT BETWEEN
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1770, AFL-CIO
AND
WOMACK ARMY MEDICAL CENTER
Fort Bragg, NC

1. This Memorandum of Agreement is entered into by the American Federation of Government Employees, Local 1770, AFL-CIO and Womack Army Medical Center, United States Army, Fort Bragg North Carolina, pursuant to the provisions of 5 U.S.C. Chapter 71.
2. This agreement is entered into for purpose of establishing a Protective Footwear Policy for Bargaining Unit employees of WAMC excluding the Ambulance and Security Guard personnel/Sections.
3. The employer will provide the employee personal protective footwear following the completion of a workplace assessment, and written certification from either the supervisor and/or occupational health personnel denoting hazards are present, or are likely to be present, which necessitates the use of personal protective footwear in accordance with 29 CFR § 1910.132. The employer shall provide:
 - a. The protective footwear used to comply with the workplace hazard at no cost to the employee.
 - b. Replacement of personal protective footwear, not to exceed two-pair annually, except when the employee loses or damages the protective footwear.
4. The annual year for issuance of personal protective footwear coincides with the Department of Defense's Fiscal Year (for example, Fiscal Year 2018 is as follows, 1 October 2017 - 31 September 2018). Therefore, any employee who received personal protective footwear via issuance, payment, voucher, etcetera from the employer on or after, 1 October 2017, is only eligible for the replacement of aforementioned protective footwear due to loss or damage as per 3b above.
 - a. Issuance of the Protective Footwear and/or payment/voucher will constitute formal issuance of the Protective Footwear for accountability purposes.
 - b. Employees will be allowed a limit of \$300.00 per year for the purchase of up to two pairs Protective Footwear.
 - c. The employee will inform their supervisor, when their personal protective footwear is unserviceable and they require a replacement. Additionally, the employee will turn their unserviceable personal protective footwear into their supervisor within three business days of issuance of replacement personal protective footwear, so the Property Book

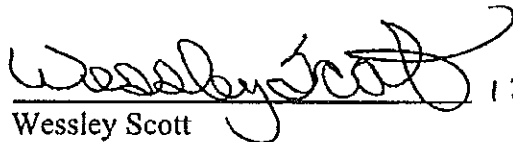
(PBO) may determine further disposition of the said footwear. If the protective footwear is found to be non-useable Toe Caps will be issued immediately to ensure the safety of the employee while the replacement is being obtained. This turn-in is so the determination can be made by the PBO as to the disposition of the footwear,

5. If an employee cannot obtain protective footwear from the mobile vendors due to special need or if appropriate size is unavailable the Agency agrees to do a local purchase to insure the employee has the proper protective footwear.

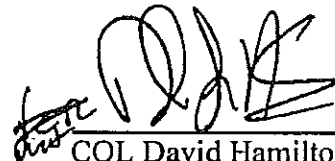
6. The parties agree that this MOA is subject to review upon request from either party.

WITNESS WHEREOF, the parties have entered into this Agreement.

FOR THE UNION:


1 Jul 19²⁰¹⁹
Wesley Scott
President
AFGE Local 1770

FORTHEEMPLOYER:


1 July 2019
COL David Hamilton
Deputy Commander
Womack Army Medical Center