

**Drug Free Workplace (DFWP)
Testing Policy
22 March 1999**

Section 1. The Employer (United States Army Transportation Center) and the Unions (IAFF Local F-173 & AFGE Local 22), hereinafter known as the Partners, recognize that illegal drug use is a threat to the public's welfare and the employees of the Fire & Emergency Services Division. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal usage. It is the goal of this DFWP policy to prevent illegal drug use in the work place.

Section 2. In order to eliminate the safety risks, which result from being under the influence of illegal drug usage, The Partners agree the establishment and administration of the DFWP shall be accomplished in the compliance with Executive Order 12564, applicable laws, rules and regulations including AR 600-85 (latest revisions). The employer agrees that the Union will be notified in writing of any changes to existing laws, rules, and regulations, prior to implementation for the purpose of negotiating the Impact and Implementation of the proposed changes.

Section 3. The Partners agree that testing referred to by the term "Drug Test" in AR 600-85 shall mean urinalysis. The Union will be notified, in writing, in advance of any proposed changes to the method/procedure utilized for testing bargaining unit employees. The Employer further agrees that under no circumstance will an employee be subject to urinalysis testing as a punitive measure. Selection of names for testing shall be completely random. Urine collection shall be conducted in a manner, which provides a high degree of security for the sample and freedom from alteration.

Section 4. Testing Designated Positions are all positions within the Fire & Emergency Services Division. If modified by the Employer, the Union will be advised in writing and allowed opportunity for bargaining.

Section 5. Frequency of Testing: Random Drug Testing will be conducted in accordance with established laws, rules and regulations. One test will be conducted within each quarter of the calendar year. Dates for the testing will be selected by the Drug Program Coordinator (DPC). 25% of the division workforce will be tested during each quarterly random test.

Section 6. Initial Notification of Employees: Before beginning Random Drug Testing the exclusive representatives of both bargaining units and employees will be notified. They will have 90 days before random testing begins. They are also to be advised of:

- a. The purpose of the random urinalysis testing.
- b. The consequences of a positive test or of a refusal to cooperate including disciplinary/adverse action up to and including removal.
- c. Opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug.
- d. Of the availability of a drug counseling and referral services, including the name and phone number of the local Employee Assistance Program Counselor.
- e. The requirement to sign DA Form 5019-R (Condition of Employment for Certain Civilian Positions Identified as Critical under the Drug Abuse Testing Programs).

Section 7. Elements of the Testing Procedures: The following procedures will be utilized, subject to law, rule, or regulation.

- a. Upon direction of management, designated employees will report to the designated testing location.
- b. Test will be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions and AR 600-85.
- c. Upon a positive urinalysis test, the Medical Review Officer (MRO) can order another sample be given if, in the opinion of the MRO, a second sample is necessary.
- d. Upon a confirmed positive test result by the MRO, the Employer can consider taking any and all of the following actions:
 - (1) Temporarily assigning such employee to other duties.
 - (2) Placing employee in a leave status.
 - (3) Any other action as provided for in applicable regulations/directives.

- e. The Employer and the DPC shall determine the method of random selection from the pool of employees subject to random testing. The employer will provide the Union a copy and demonstration of the selection program used. The Union will be notified in writing, in advance, when the random selection method/process is being changed. The Partners agree to fair collective bargaining on any proposed changes. The employer will also provide the Union copies of all relevant information relating to the DFWP upon written request in accordance with applicable regulations.

Section 8. Confidentiality and Safeguarding of Information:

- a. Samples will be subject to Chain of Custody procedures established by the Department of Health and Human Services and AR 600-85.
- b. Within the requirements of law and regulations, including the Privacy Act, all employees will be assured those matters relating to Drug Testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulation. The Employer shall insure that Drug Test Records are maintained in accordance with the Privacy Act.
- c. All employees will be advised of their individual rights to review and receive copies of documentation maintained by the DPC.
- d. Bargaining unit employees may contact the DPC to determine results of their drug tests.

Section 9. Counseling and Rehabilitation:

- a. Bargaining Unit Employees whose tests have been confirmed positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program Counselor for counseling. Employees will be informed of the consequences should they refuse counseling or rehabilitation. If the bargaining unit employee chooses to participate in the program further urinalysis may be required without notice.
- b. The partners agree that the Employee Assistance Program will provide counseling to bargaining unit employees who either volunteer or are management referred for this counseling.
- c. Normally, bargaining unit employees will be returned to duty after successful completion of rehabilitation. The employee will return to the same or similar position occupied before the drug problem was identified unless the Employer determines there are reasons for alternative assignment.
- d. Safe Harbor: Under "Safe Harbor", a bargaining unit employee who voluntarily identifies him/her self as a user of illegal drugs to management, prior to being identified by other means, and agrees to seek counseling or rehabilitation assistance and thereafter refrains from using illegal drugs will not be subject to disciplinary action for prior drug use. The employee must successfully complete the rehabilitation program and remain drug free thereafter. This does not effect ongoing operation of the Civilian Employee Assistance Program, under which employees may seek rehabilitation assistance for drug abuse problems and be assured that such information will not be released to activity management officials unless signed authorization is completed by the employee.

DRUG FREE WORKPLACE

Signature Blocks

22 March 1999



STEPHEN P. JELLIE

Chief, Fire & Emergency Services Division



Kevin D. Jackson

President, Local F-173

International Association of Firefighters

For Fort Eustis Firefighters

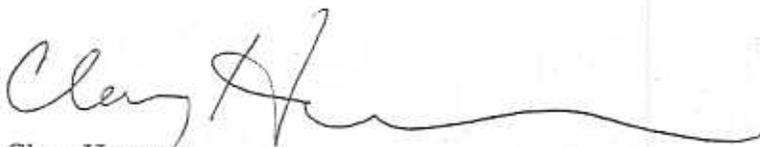


Kirk L. McKinley

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For Fort Story Firefighters



Clary Hammer

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CONDITION OF EMPLOYMENT FOR CERTAIN CIVILIAN POSITIONS
IDENTIFIED AS CRITICAL UNDER THE DRUG ABUSE TESTING PROGRAM

For use of this form, see AR 600-85; the proponent agency is DCSPER.

SECTION A - REQUIREMENTS

As a prospective or current employee in a position designated by the Department of the Army and approved by the Office of the Secretary of Defense as critical to national or internal security or to the protection of persons or property, you are required to read and sign this statement as a condition of employment. If you are an applicant for a critical job and fail to sign this agreement, you will not be selected for the position. If you are currently in a critical job and refuse to sign the condition of employment, you will be voluntarily or involuntarily reassigned or demoted to a noncritical job or separated from Federal employment. If you sign the condition of employment and later refuse to submit to urinalysis testing, you will be non-selected, reassigned, demoted, or separated according to applicable regulations. To verify that you are not currently using drugs, you will be required, as a condition of your continued employment, to submit a urine sample for testing purposes; (1) periodically, on an unannounced basis, (2) when there is probable cause to believe that you are under the influence of drugs, and/or (3) when there is a mishap or safety investigation being conducted in relation to an accident involving government-owned vehicles, aircraft, or equipment. To assure the validity of these tests, a staff member of the same sex will observe you while you are providing the sample. Detection of drug usage through confirmed positive urinalysis test results may be cause for a determination that you have failed to meet the conditions necessary for continued employment in the position. Medically prescribed drugs authorized by a physician and confirmed by appropriate evidence are excluded from such determinations. The results of urinalysis will be used only for clinical and necessary administrative purposes. You are entitled to any additional and reasonable information or clarification you desire prior to signing the agreement. A copy of the signed agreement will be given to you and your supervisor. The original will be placed in your Official Personnel Folder.

SECTION B - AGREEMENT

This is to certify that I understand the contents of the policy described above and the reasons therefore, and that I agree to adhere to the terms of this policy as a continuing condition of my employment in positions to which this agreement applies.

SIGNATURE OF EMPLOYEE/APPLICANT

DATE SIGNED

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