

MEMORANDUM OF AGREEMENT
BETWEEN
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R4-6
AND
U.S. ARMY TRANSPORTATION CENTER, ET AL
EFFECTIVE 5 FEB 2004
FOR THE
DRUG TESTING PROGRAM

This agreement documents the current policies and procedures of the Fort Eustis Drug Testing Program as well as agreements made in conjunction with the expansion of drug testing to bargaining unit employees engaged in providing direct patient care. This agreement applies to all bargaining units represented by NAGE Local R4-6.

Background: On 15 September 1986, Executive Order (EO) 12564 established the goal of a Drug-Free Federal Workplace (DFW). This EO recognized the serious impact of illegal drug use on the national workforce and required Federal agencies to develop a plan for achieving the objective of a DFW, with due consideration of the rights of the Government, the employees, and the general public. To achieve these goals, the Army implemented the DFW drug abuse-testing program for DA civilian employees. The Drug Testing Program for Fort Eustis was negotiated with the union in 1986 and has been in existence since that time. In May 2002, the program was expanded to add a significant number of positions. In September 2003, the program was expanded once again to add positions involving direct patient care.

Agreement: The union and the agency agree to the following:

1. The processes and procedures outlined in Army Regulation 600-85, Army Substance Abuse Program; Department of Army Pamphlet 600-85, Army Substance Abuse Program (ASAP) Civilian Services; the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs; Article 29, Employee Counseling Services, of the Negotiated Agreement; and, the local SOP on Army Substance Abuse Program will continue to serve as the basis for administration of the local program.
2. The Union and the Agency agree that early identification and referral of employees with possible substance abuse problems, affecting the employee's conduct or performance, is key to maintaining a productive working environment.
3. A by-name list of all approved Testing Designated Positions (TDP) in the bargaining unit will be provided to the union.
4. Training will be provided for bargaining unit employees who are subject to drug testing. The training will explain the drug testing processes and procedures. The union will be invited to and given the opportunity to speak at such training.

5. Strict procedures as outlined in the regulatory references cited in paragraph 1 above will be used for chain of custody of employee samples to ensure that samples are properly identified throughout the testing process. Failure to adhere to the regulatory procedures in the chain of custody will render the test invalid.
6. To the maximum extent possible, employees will be tested during their normal tour of duty. Issues regarding testing beyond the normal tour of duty and travel to and from the test site will be handled in accordance with the Negotiated Agreement.
7. Employees will be authorized leave, subject to mission requirements and in accordance with existing rules and regulations, to obtain an independent drug test. The drug test must meet HHS requirements and will be at the employee's own expense. In those compelling situations where mission requirements would preclude the grant of annual leave for an independent drug test, the supervisor will coordinate with the ASAP to request rescheduling of the drug test based on the compelling mission requirements.
8. Random selection of employees for testing will be in accordance with references outlined in paragraph 1 above.
9. Employees are entitled, upon written request, to have access to any record pertaining to their test and any records relating to the results of any relevant laboratory certification, review, or revocation of certification proceeding.
10. All discussions, counseling sessions and records of the ASAP/Employee Assistance Program concerning an employee are completely confidential in accordance with existing law and regulations. No information may be disclosed to any person, other than those individuals who require access to treat, test, counsel or advise, without the prior written consent of the employee.
11. Nothing in this agreement shall preclude an employee who has been selected for testing to notify the union of the place, date and time of testing or from requesting the union to be present. In the event, the employee requests the union be present as an observer during the collection process, it is understood an agency representative will also be present as an observer.
12. No employee will be subjected to drug testing as a punitive measure. Employees who are not scheduled for random testing will not undergo such testing except for reasonable suspicion of observable abnormal conduct or behavior and is reasonably related to drug use.
13. Employees will be given the opportunity to enter the agency drug treatment program at any time. Employees testing positive for drug use will be given access to the agency drug treatment and rehabilitation program. They will be informed of the consequences if they elect not to enroll in the rehabilitation program.

14. The addition of TDP positions will not affect the provisions of this agreement.

FOR THE AGENCY

Yvonne M. Scales

YVONNE M. SCALES 5 Feb 04
Director, Civilian Personnel Advisory Center

Lithia C. Carter

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FOR THE UNION

Joe Fulghum
President

5 Feb 2004

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