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PROFESSIONAL AVIATION SAFETY SPECIALISTS

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VIA FAX AND CERTIFIED MAIL

June 30, 2009

Ms. Linda Temple
Labor Relations Specialist
Collective Bargaining Services, AHL-300
Federal Aviation Administration
800 Independence Ave., SW
Washington, DC 20591

Dear Ms. Temple:

Attached please find a draft Memorandum of Agreement (MOA) covering all PASS bargaining units regarding management's proposal to disconnect all unauthorized internet access points, wireless access points and non-FAA computers in the FAA buildings and facilities.

Please contact Allyn Van Vechten, PASS Labor Relations Specialist/Paralegal, at (202) 293-7277 to arrange a meeting to continue negotiations on this matter or if you have any questions.

Sincerely,

Thomas Brantley
for Thomas Brantley
National President

CC: PASS Regional Vice Presidents I-V
James Pratt, National MIDO Representative
Kathy Carpenter, AF National Assistant
Michael Gonzales, Flight Standards National Assistant
All PASS AF Regional Assistants
All PASS Flight Standards RBAs

**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)
Regarding
Disconnection of Unauthorized Internet Access Points,
Wireless Access Points and non-FAA Computers in FAA
Buildings and Facilities**

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (PASS) and the Federal Aviation Administration (FAA) concerning the Agency's decision to disconnect all unauthorized internet access points, wireless access points and non-FAA computers in FAA buildings and facilities in order to enhance the overall security of the National Airspace System (NAS).

1. The scope of the Agency's decision is limited to ATO facilities directly involved with the operation of the NAS. Should the Agency expand its plan at a future time to other FAA buildings and or facilities impacting other PASS bargaining unit employees, the Parties will re-open negotiations at that time in accordance with the midterm bargaining provisions of the applicable agreement(s).
2. Absent proof of a written FAA policy expressly prohibiting it, employees shall continue to be allowed to bring personal laptops into ATO facilities.
3. Absent proof of interference with the NAS, employees shall continue to be allowed to use wireless systems to access the Internet. At any location where the Agency can identify interference with the NAS, the Agency shall provide the Union a technical expert to provide a written explanation specifically stating how the wireless system is interfering with the NAS.
4. The Union's computers and/or internet access covered by the Agency's express written policies that have been allowed to operate in PASS offices at the affected ATO facilities shall continue to be allowed until the FAA can replace them with authorized equipment.
5. As a result of the transition from private equipment/access to the FAA-supplied equipment/access, to the maximum extent possible, there shall be:
 - a. No interruption of internet access
 - b. No loss of data
 - c. No loss of privacy.

6. At locations where there is a PASS office with a union computer and/or internet access, the local Parties shall determine what is needed to replace the existing equipment with FAA provided equipment. Once the Parties have determined their needs, the information shall be immediately forwarded to the appropriate Configuration Control Committee to be included in the plan for the waterfall deployment.
7. The FAA authorized computers and internet access provided for PASS are to be used for representational purposes. They may also be used for limited personal use in accordance with FAA policy during non-duty time. They shall not be used to conduct internal union business or other activities in violation of applicable policy. Their use is subject to all FAA policies regarding the use of the internet, including being subject to disciplinary action for viewing inappropriate materials.
8. As the Agency-provided computers are to be used by the Union for representational purposes, in order to protect the Union's private data, the computer shall have the capability to transfer files to some type of temporary storage, i.e. a thumb drive, CD, a portable hard drive, etc.
9. Should the Agency have a need to examine the hard drive of the computer for whatever reason, the Union shall be given written notice as soon as practicable, but in no less than 48 hours, including whenever the Agency needs access to make repairs or modifications to the computer. The notice shall contain the specific reasons for the examination. In addition, a Union representative shall be given the opportunity to be present when the hard drive is being examined.
10. If the FAA does not provide a printer, the Union shall be allowed to provide its own. In addition, the Union shall be allowed access to applicable network printers with the "Print Secure" feature.
11. In the future, the Parties shall meet periodically at the local level to discuss the adequacy of computer technology of the computer provided to the Union. The Union's computer shall be upgraded to match, at least, the level of the facility manager's computer.
12. Should any other bargaining unit be allowed to establish or continue independent internet access, wireless communications systems or have non-Agency supplied computers, the same rights shall automatically extend to PASS.

This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties' Chief Negotiator, whichever occurs first, and shall remain in effect for the term of the respective PASS/FAA collective bargaining agreements

For the Union:

For the Agency:

Thomas Brantley

Agency Head Review/Date