

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FEDERAL AVIATION ADMINISTRATION  
AND THE  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

This Agreement is made by and between the National Air Traffic Controllers Association (“NATCA” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), collectively known as the Parties. This Agreement represents the complete understanding of the Parties concerning Order 1600.69C FAA Facility Security Management Program (Order).

**Section 1.** When implementing “increased threat” screening of bargaining unit employees (BUEs) and their property entering a facility/office as described in the Order, Paragraph 4-2-6, X-ray and Metal Detection Devices (MDDs), in accordance with the applicable Collective Bargaining Agreement (CBA), law, rule and regulation, the Agency shall notify the Union as soon as practicable at the corresponding level (e.g., National, Regional, Local). Unless restricted by the need to protect sensitive or classified information or protect on-going investigative or law-enforcement operations, the following information will be shared with the Union:

- (1) The factual basis for the implementation of the increased threat screening;
- (2) The expected duration of the period of increased threat screening;
- (3) The affected facility/office; and
- (4) The termination of the period of increased threat screening.

**Section 2.** When implementing any additional vehicle restrictions during a period of “elevated threat” as described in the Order, Paragraph 4-2-7, Vehicle Entry Control, in accordance with the applicable CBA, law, rule and regulation, the Agency shall notify the Union as soon as practicable at the corresponding level (e.g., National, Regional, Local). Unless restricted by the need to protect sensitive or classified information or protect on-going investigative or law-enforcement operations, the following information will be shared with the Union:

- (1) The factual basis for the implementation of the additional vehicle restrictions;
- (2) The additional vehicle restrictions that the Agency intends to impose;
- (3) The expected duration of the period of the additional vehicle restrictions;
- (4) The affected facility/office; and
- (5) The termination of the period of additional vehicle restrictions.

**Section 3.** If the Agency proposes random screening as described in the Order, Paragraph 4-2-7, Vehicle Entry Control, prior to implementation, the Agency must comply with Article 7 of the applicable Collective Bargaining Agreements (CBAs).

**Section 4.** Subject to additional restrictions in effect during periods of increased/elevated threat, BUEs are permitted to park personally owned vehicles on FAA property while they are not working at the facility/office (e.g., personal or official travel or temporary assignment away from the facility/office).

**Section 5.** Minor children will be granted temporary access to a facility's controlled perimeter when accompanied by, and in a vehicle operated by, an FAA employee or contractor for the purpose of drive-up, pick-up/drop-off of another FAA employee or contractor. Minor children accessing the controlled perimeter under these conditions will not be subjected to screening, but will also not be allowed entry into the facility. If facility access is necessary, the visitor controls outlined in the Order, Paragraphs 4-2-9.a through 4-2-9.d apply.

**Section 6.** When implementing any increased access control security capabilities for PIV Cards during a period of "heightened security" as described in the Order, Paragraph 4-3-4.a, PIV Card Readers, in accordance with the applicable CBA, law, rule and regulation, the Agency shall notify the Union as soon as practicable at the corresponding level (e.g., National, Regional, Local). Unless restricted by the need to protect sensitive or classified information or protect on-going investigative or law-enforcement operations, the following information will be shared with the Union:

- (1) The factual basis for the implementation of the increased access control security capabilities;
- (2) The expected duration of the period of the increased access control security capabilities;
- (3) The affected facility/office; and
- (4) The termination of the period of increased access control security capabilities.

**Section 7.** The Agency has determined that, as used within this Agreement and the Order, the terms "increased threat" and "elevated threat" have the same meaning and refer to a period that requires the implementation of security measures that exceed those specified in the Order for use on a regular basis. The Agency has determined that, as used within this Agreement and the Order, the term "heightened security" indicates a higher threshold than normal security as a result of increased/elevated threat and refers to a period that requires the implementation of security measures.

**Section 8.** The Parties agree that the primary purpose of Physical Access Control System (PACS) and Video Monitoring System (VMS) is not for monitoring BUEs in work/operational areas, break areas, and other employee common areas.

The Parties agree that PACS and VMS records shall not be used as timekeeping devices to record arrivals and departures of employees for the purposes of tracking time and attendance.

The Parties agree that any disciplinary action, which references PACS and/or VMS records, will not be taken without first conducting an investigation into the alleged event.

Should the Agency use data from PACS and/or VMS records as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of the data.

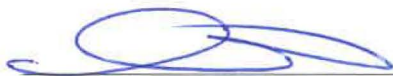
**Section 9.** At the request of the Union at the National level, the Agency will, no more than once a year, provide a list of Facility Security Levels (FSLs) and ATO Tier designations for all FAA facilities/offices.

**Section 10.** This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

**Section 11.** This MOU shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 28th day of February 2019.

**For NATCA:**



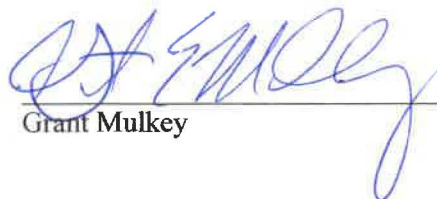
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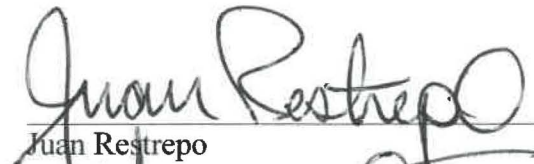


Jamaal Haltom



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**For the FAA:**



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