



U.S. Department  
of Transportation  
Federal Aviation  
Administration

800 Independence Ave., S.W.  
Washington, D.C. 20591

**AUG 12 2005**

VIA FAX AND U.S. MAIL

Kathleen A. Breen  
President  
National Association of Air Traffic Specialists  
11303 Amherst Avenue, Suite 4  
Wheaton, Maryland 20902

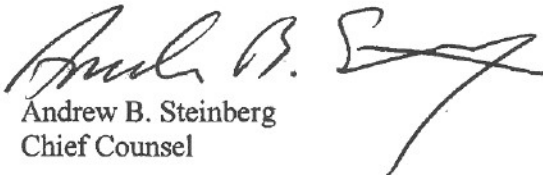
Dear Ms. Breen:

I wanted to acknowledge your letter of earlier today concerning AFSS employees and FAA contracting requirements.

Evidently, my office did issue a preliminary determination regarding the ability of persons remaining on FAA payroll (while on annual leave) to perform work for FAA contractors. The statute you cite (18 USC 208) is a criminal one, and has been broadly interpreted, thus I am sure you will understand our desire to be quite cautious here. Nevertheless, based on your concern, we are investigating whether the agency could grant a waiver to the affected employees, in the event that their joint employee status would be deemed a violation of Section 208. I will be back to you with a definitive response as soon as we can.

It appears you have incorrect information regarding the existence of a cost-reimbursement contract between the FAA and Ms. Jackson-Brame. No contract award has been made, and no contract has been signed. I can assure you that any proposed agreement will be carefully scrutinized by my office.

Sincerely,

  
Andrew B. Steinberg  
Chief Counsel

cc: Marion Blakey  
James Washington