

ARTICLE 3
RIGHTS OF UNION OFFICIALS

Section 1. National and Regional Union officials who are elected or appointed to serve in an official capacity as a representative of the Union shall be granted, upon request, LWOP concurrent and consistent with elected terms of office or appointment. Each request by an employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union.

Section 2. Each Regional Vice President (RVP) of the Union shall be granted eighty (80) hours of official time per pay period to perform the representational duties of the office.

The official time granted each RVP under this Section 2 may be delegated only to the Alternate Regional Vice President and to those other Union representatives within the same region who have been designated and identified in accordance with Section 3 of this Article. The time granted under this Section 2 may not be delegated to other Union representatives.

Written notice of delegation of official time granted under this Article shall be made to the ATO Technical Labor Liaison Office, via email to 9-AWA-AHR-OfficialTime/AWA/FAA@FAA.GOV and shall include: the name of the Union designee and the number of hours delegated. When the delegation is for a specific date and the need is known and communicated a minimum of eight (8) days in advance, the delegation shall be approved as specifically requested. If the delegation is made with less than eight (8) days notice it shall be approved absent an emergency or other special circumstance.

Section 3. The Union shall be granted the following amounts of official time for use by Alternate Regional Vice Presidents (ARVP):

- a) Three (3) Regions will receive twenty four (40) hours per pay period.
- b) Three (3) Regions will receive sixteen (24) hours per pay period.
- c) Three (3) Regions will receive sixteen (16) hours per pay period.

Within thirty (30) days of the signing of this Agreement, the Union at the National level will provide written notification to the agency as to the distribution of the ARVP official time for the life of this Agreement. The official time granted under this Section 3 for use by ARVP may not be delegated.

Within thirty (30) days of the signing of this Agreement, the Union at each of the Regional levels will provide written notification to the agency of up to seven (7) specifically identified Union representatives eligible to be delegated official time under this Article. Any change to that list of designees must be made prior to the pay period in which the time will be delegated. The official time granted under this Section 3 may not be delegated to other Union representatives.

Section 4. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which he/she was assigned prior to his/her assuming LWOP status. In the event there is a reduction-in-force at that facility while the Union official is in a LWOP status, the Union official's future duty status and duty location shall be determined in accordance with Article 47 of this Agreement. By mutual agreement between the Union official and his/her employing ATO Service Area official, he/she may be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming LWOP status.

Section 5. Upon written notice to the Agency that need for LWOP granted under Section 1 of this Article has ended, Union officials shall be permitted to return to duty prior to the termination date

of their LWOP status. Such request for return to duty shall be certified by the national office of the Union.

Section 6. An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to all such continued benefits, including participation in the Federal retirement program, as provided in applicable laws and regulations.

Section 7. Basic Pay of National and Regional Union officials who are elected or appointed to serve in an official capacity as a representative of the Union, and who have been granted LWOP under this Article, shall be set as though the employee never left the applicable CPC pay band of their assigned facility of record, accruing all annual increases to which he/she would have been entitled.