

Agreement on Examiner Transfers between Offices

August 14, 2017

The terms of this Agreement supersede "Agreement between the United States Patent and Trademark Office (USPTO) and the Patent Office Professional Office Association (POPA) on Examiners' Transfer between Offices (Agreement)" dated September 24, 2013 and any agreements, memoranda of understanding, policies, or practices (or portions thereof) with which they conflict. If any portion of an agreement, memorandum, policy, or practice does not conflict with the provisions and policies set forth herein, that portion of the previous agreement, memorandum, policy, or practice will remain in force.

This agreement permits eligible patent examiners to volunteer for a change of duty station from: 1) any USPTO office to another USPTO office or 2) from an alternate worksite (PHP) to a USPTO office other than the last USPTO office they worked in in accordance with the process outlined herein. The term "USPTO office" includes the Alexandria headquarters and any regional offices. The terms of this Agreement are as follows:

I. Transfer Guidelines and Eligibility

This agreement covers examiners interested in relocating at their own expense from the USPTO campus in Alexandria to a regional office, from a regional office to the USPTO campus in Alexandria, from an alternate worksite (Patents Hoteling Program and any associated programs such as TEAPP and 50 mile radius agreements, hereafter referred to as "PHP") to a USPTO office, or from a regional office to another regional office.

The following guidelines define a process to permit eligible examiners to volunteer for a change of duty station. Eligible examiners under this agreement are non-probationary GS-12 and higher examiners who have at least 2 years of service at the USPTO, have at least a Fully Successful rating of record, are not currently under an oral or written warning improvement period in any critical element of the Performance Appraisal plan and have not been suspended pursuant to a disciplinary or adverse action within the last 12 months, prior to requesting a transfer.

1. Twenty transfer slots will be established at each regional office for receiving examiners requesting a transfer. Additional slots may be available at the completion of all planned hiring based on available space at each USPTO Office. Management will work with POPA to determine the number of transfer slots to be made available at each regional office at a given time. POPA and management will meet quarterly to

review regional office floor plans and occupancy to determine if space is available for transfer slots. No transfer slot will be determined to be open if it requires GS-12 and above employees to be doubled in the office. Other considerations also will be taken into account such as rate of hoteling.

2. All transfers of duty station from one USPTO office to another office or from an alternate worksite (PHP) to a USPTO office under this agreement are voluntary. Examiners are responsible for all relocation expenses without reimbursement by the agency. No other time will be given for packing or moving to the new duty station.
3. All requests for a transfer will be assigned a slot on a first come, first served basis. If no slots are currently available at the requested office, a waiting list will be established and, the transfer request will be added to the waiting list in order of receipt.
4. After a transfer slot is assigned, the examiner will be given up to 4 months to report to the new duty station. Examiners may request additional time, e.g., for real estate transactions, and a one-time extension of up to 2 months will be granted. The slot will be forfeited if the examiner has not reported to the new duty station at the start of the first bi-week after the end of this period.
5. Examiners who end their participation in PHP will return to the USPTO office which was their last on-campus duty station prior to hoteling unless they apply and are approved for a transfer to another office pursuant to this agreement.
6. If an examiner who transfers to another USPTO office chooses not to work on-campus at the new office (i.e., goes out hoteling) prior to completing an initial period of at least two years, their return to campus location will revert back to their last on-campus duty station where the examiner worked prior to transferring.
7. An examiner who transfers to another USPTO office must complete an initial period of 2 years at that USPTO office prior to requesting a transfer to another USPTO office.
8. The Office will assess available space for each regional office location on a quarterly basis to determine if space is available for additional transfers.

9. Each regional office will have ten transfer slots to the Alexandria office. The transfer slots will be assigned on a first come, first served basis. Examiners transferring to the Alexandria Office will be treated in the same manner as hotelers returning to the Alexandria office as far as office assignment. The examiner will be assigned an office and if appropriate will be placed on the seniority list for a private office or an outside office.
10. No transfers will be permitted from regional offices to the Alexandria office except for the ten transfer slots for each regional office. After the methodology for determining available space has been determined, the Office will apply the methodology for determining additional transfers to the Alexandria office on a quarterly basis.
11. Notwithstanding any other language of this Agreement, the Office shall not be required to obtain additional space or to use space not designated for examiners to provide offices for examiners at regional offices unless the Office determines that space can be converted for this use. If the Office cannot maintain the space conditions in a regional office that have been agreed upon for the Alexandria campus, then the transfer of employees to that Office shall cease and the parties will meet in a good faith effort to resolve any issues.

II. Office Selection and Assignment in Regional Offices

This section covers the allocation of available space at the regional offices.

1. Initial office assignments for employees leaving the patent academy will be made by the agency in accordance with the procedures used at the Alexandria campus. Once an office assignment is made, an employee will not be able to change offices for their convenience, e.g. office view. Changes will be available due to promotion to a GS-13 or above as in Alexandria.
2. Office assignments for transfer employees into a regional office:
 - a. For employees at GS-13 or above, the employee will be offered a private office. If a lower graded employee is in an outside office, then the lowest graded employee will be removed from their outside office and that office made available to the higher graded employee.
 - b. For employees at GS-12, the employee will choose from available office space.

III. Providing Information and Data to POPA

Upon request, the USPTO will provide POPA with any information and data summaries generated for use in evaluating the process of permitting eligible examiners to voluntarily transfer. The information and data shall be provided promptly so that both parties may analyze the data contemporaneously and so that POPA can participate in any evaluation of this program. More detailed information and data will be provided upon request.

IV. Proposed Changes to the Transfer Guidelines

The parties agree to meet quarterly to reassess the space available at the regional offices for transfers.

The parties agree to meet at the request of either party. If either party believes that changes to this agreement would be useful, the parties will make a good faith effort to expeditiously resolve any issues relative to the proposed changes. Changes will be implemented upon agreement of the parties.

If agreement is not reached, either party may reopen this agreement. If the USPTO determines to move forward with a change, it will provide notice to POPA and provide POPA with an opportunity to bargain to the extent required by law. Following notification, bargaining will be at POPA's request. Bargaining will be conducted in accordance with the parties' mid-term bargaining ground rules starting with the opportunity for meetings with affected employees. The USPTO will maintain the status quo regarding the proposed changes until resolution of the issue, or the completion of bargaining (including mediation and impasse proceedings), unless permitted by law to implement these proposed changes before this time.

If agreement is not reached over a POPA proposed change and at POPA's request, the parties will negotiate to the extent required by law pursuant to midterm ground rules, beginning with the submission of POPA proposals.

Signatures


Robert Oberleitner
Assistant Deputy Commissioner for Patents
USPTO


Date


Pamela Schwartz
President,
Patent Office Professional Association


Date