

Agreement Between the Patent Office Professional Association and the United States Patent and Trademark Office on Detroit Satellite Office of the Nationwide Workforce Program (NWP)

The Patent Office Professional Association (POPA, Association or Union) and the United States Patent and Trademark Office (USPTO or Agency) hereby agree to the following conditions for implementation of the Detroit Satellite Office of the Nationwide Workforce Program (NWP).

All policies and practices that apply to bargaining unit employees at the USPTO Alexandria Headquarters will also apply to the bargaining unit employees at the satellite office to the extent not inconsistent with this agreement below. Unless otherwise specified below, the terms and conditions of this agreement shall apply only to the satellite office.

I. Satellite Office

In order to recruit and retain a highly skilled workforce, management has determined that it shall create and open a satellite office.

A. Satellite Office Staffing

1. Management has determined that the satellite office will be staffed by twenty-five (25) IP experienced examiners, hired at the GS-11 level as career-eligible competitive service employees, followed by three (3) additional groups of twenty-five (25) hires, also to be hired at the GS-11 level as career eligible competitive service employees. Total planned hires at the new satellite office will be 100; however, the Agency retains its right to revise these plans at its discretion. Should there be an insufficient number of IP experienced hires, the Agency may seek to fill positions with non-IP experienced new hires.
2. Management has also determined that it will establish on-site management, comprising a regional manager, supervisory patent examiners and trainers which may be temporary or permanent in nature. The initial goal is a ratio of 1 manager to 25 examiners on-site at the satellite office.

B. Work Schedules

The work-schedules available for POPA bargaining unit employees at the satellite office will be the same as those available to POPA bargaining unit employees at the USPTO Alexandria Headquarters.

C. General

1. POPA bargaining unit employees at the satellite office will be included in the employee locator system.
2. POPA bargaining unit employees will have access to the same types of office equipment at the satellite office as is available in the service centers at the USPTO Alexandria Headquarters.
3. POPA bargaining unit employees may reserve floor conference and team meeting rooms, subject to management approval, for business related and other activities. Reservations are subject to cancellation by management if the space is needed for official government business.

D. Site Accessibility and Security.

1. POPA bargaining unit employees will have access, subject to the appropriate security procedures, to the USPTO occupied areas of the satellite office except for areas that are normally restricted.
2. During operating hours, employees will promptly notify the Facilities Helpdesk of the unavailability of an office key. Employees will promptly be provided access to their office. The Facilities Helpdesk will coordinate the replacement of lost keys with the Lessor.

E. Operating Status of Satellite Office

1. The operating status of the satellite office due to weather or other emergency situations will be made by USPTO management with the information provided by the local Federal Executive Board.
2. The Federal Holiday schedule for the satellite office will be the same as at the USPTO Alexandria Headquarters except for holidays that are specific to the Washington, DC area such as Inauguration Day.

II. Physical Facilities

- A. The Agency agrees to seek physical facilities reasonably equivalent to those available at the USPTO Alexandria Headquarters.
- B. Small appliances except those with heating elements, refrigerators, and microwaves may be used by bargaining unit employees in their offices. In cases of medical need, such as the need to refrigerate and safely store insulin or lactated milk, other appliances will be permitted in employee offices upon approval.
- C. New and material information relevant to the satellite office but not yet available, including but not limited to: fitness facilities, childcare facilities, facilities operating hours, security alerts, after hours key replacement, lost/forgotten smart cards, security escorts, security camera monitoring/duress alarms in parking garages, and after hours parking shall be deferred for discussion under the collaborative discussion/reopener provision of this agreement.
- D. Office Space
 1. At the satellite office, office space allocation will be in accordance with the prevailing space arrangements in place for Patent Examiners at the USPTO Alexandria Headquarters. Currently, the prevailing space arrangements as applicable to the new facility are Article 16 and Appendix B of the basic Agreement as well as items II(D)(2) – II(D)(4) below which remain in effect to the extent not inconsistent with this agreement.
 2. The satellite office will be non-smoking.
 3. Each bargaining unit employee will be provided with a private, wall-enclosed (full ceiling height) office of approximately 150 sq. ft. whenever possible. Approximately 150 square feet means no less than 145 sq. ft. of actual interior space.

4. When it is not possible to provide approximately 150 sq. ft. private offices to all bargaining unit employees, then the Agency may double up employees in grades GS-12 and below in offices of approximately 150 sq. ft. but not employees at GS-13 and above, who will be guaranteed private offices of approximately 150 sq. ft. each.
5. Except when a class comes into the satellite office on the same day, existing office selection procedures for bargaining unit employees will apply. When a class comes into the satellite office on the same day, the Agency will randomly assign available offices to the employees.

E. Information Necessary to Enforce Agreement.

Copies of the lease, Material Safety Data Sheets (MSDS), periodic building systems tests, and systems operations and maintenance manuals, maintained by the Office of Administrative Services or equivalent shall be available for review and copy by the union.

F. Window Space

1. The Agency will use best efforts to place distributed space (e.g., file rooms, pantries, copy rooms, etc.) in interior spaces.
2. The Agency will use best efforts to maximize the number of private, exterior offices.

G. Lighting.

1. Ceiling fluorescent fixtures shall be deep cell parabolic louver. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working service height throughout the space.
2. Warm-white fluorescent bulbs shall be used in all bargaining unit employees' offices rather than cool-white.
3. In spaces occupied by bargaining unit employees, the relamping schedule recommended by the manufacturer of the light bulbs used in the buildings will be followed.
4. Interior walls will be designed utilizing no clerestories or sidelites in examiner offices.
5. Occupancy controlled lighting shall be placed in individual offices of bargaining unit employees as required by code.
6. All exterior windows in areas occupied by bargaining unit employees shall be equipped with window blinds.

H. Locks and Access

1. The Agency will provide access for authorized bargaining unit employees to their designated work areas at all times (i.e., 24 hours per day, 7 days per week).
2. Individual keyed door locks will be provided for each office and the bargaining unit employee assigned to the office will be provided with a key.

I. Sight Lines

Where practicable, floors housing bargaining unit employees will be laid out to have blocked sight lines from office doors.

J. Amenities

1. Covered bicycle racks will be available.
2. Bargaining unit employees will have access to all pantries in their work area.
 - a. Pantries in all locations occupied by bargaining unit employees shall be cleaned daily; refrigerators shall be emptied and refrigerators and microwaves shall be cleaned weekly.
 - b. Pantries shall include the following: full-size refrigerator, sink/disposal, microwave, counter space, cabinets and hot water.
3. The Agency will seek to provide health services to bargaining unit employees at the satellite office. To the extent reasonably practical, such services will be similar to those available to employees at the USPTO Alexandria Headquarters. If such services cannot be provided on site, they may be provided off site at a reasonable distance from the satellite office. Once a final location for the satellite office is identified, the Agency will identify available health services and their proximity to the satellite office. The parties will then discuss appropriate time for travel to health services under the Collaborative Discussions and Reopener section of this agreement.

K. Health and Safety Issues.

1. The Agency shall ensure that the Lessor meets environmental safety standards.
 - a. The Government reserves the right to conduct independent Indoor Air Quality (IAQ) assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer. To the extent that such assessments and studies are conducted, they will be made available to the union for review and copying.
 - b. All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. Only adhesives and sealants with no formaldehyde or heavy metals shall be used. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.
2. During initial construction, the installation of finish materials will be sequenced so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials. A final flush-out period of 72

hours minimum will be performed after installation of all interior finishes and before tenants occupy the space. For the final flush out period the space shall be ventilated 24 hours a day, with new filtration media at 100% outdoor air.

3. To the extent commercially practicable bargaining unit employees' offices will be cleaned using products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable to minimize the use of chemicals and release of irritating fumes.
4. The Agency will make reasonable attempts to ensure that the Lessor applies insecticides, paints, glues, adhesives, etc. outside of working hours. The Agency will ensure that the Lessor adequately ventilates the space during and after application.
5. The carpet vacuums used in the office of bargaining unit employees shall be equipped with HEPA filtration.
6. Bargaining unit employees shall be given an organization, telephone number and e-mail address through which they can lodge any complaint concerning their physical work environment. These complaints will be responded to as soon as practicable. A record shall be kept of the complaint, time of complaint, corrective action, if any, and time of corrective action, and these records shall be available for review and copying by the union.

L. Parking

On-site parking shall be available at the prevailing market rate.

M. Carpeting, Painting and Furnishings

1. The Agency shall share coloring options of carpeting, paint and furnishings with POPA before final decisions are made.
2. Each bargaining unit employee will be provided with a secure lockable storage unit, e.g., desk or file cabinet.

N. Telephone and Computer Installation

Telephone lines and computer installation shall be completed prior to occupancy of bargaining unit employee offices.

O. Timing of Construction / Maintenance Work

1. To the extent possible, maintenance, painting and construction will be performed at night or off duty hours.
2. When construction or maintenance is performed in Agency space which generates loud noise, bargaining unit employees will be encouraged to record the time which they have lost due to the noise disturbance accurately. There will be no arbitrary uniform rules about the amount of time that an employee has lost due to the noise disturbance.
3. When demolition or construction work occurs adjacent to occupied space, the Agency shall ensure that the Lessor erects appropriate barriers (noise, dust, odor, etc.) and takes necessary steps to minimize interference with the occupants. This includes maintaining

acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

P. HVAC

With the exception of Federal Holidays, HVAC will at least be provided between the times of 7 AM and 6 PM Eastern Time Monday through Friday and 8AM to 1 PM Eastern Time on Saturday.

III. Automation

- A. To the extent possible, automated systems used by examiners at the satellite office will be equivalent to those used by examiners at the USPTO Alexandria Headquarters.
- B. The same Examiner tools will be provided as those used by Examiners at USPTO Alexandria headquarters.
- C. The Agency shall offer a similar level of technical support to all bargaining unit employees; however, employees at the satellite office will have access to fewer on-site technicians.
- D. Management will provide collaboration tools and private space for interactions between satellite office examiners and USPTO Alexandria Headquarters staff.

IV. Union Use of Agency E-mail at the Satellite Office and Headquarters

- A. The Union will be permitted to use the Agency e-mail system for sending mass messages to the bargaining unit employees following these rules:
 - 1. Use blind cc addressees only, to prevent “reply all” responses which could unduly clog the Agency e-mail system;
 - 2. Send and receive messages only related to representational activities;
 - 3. Send messages consisting only of text and links to sites related to representational issues, no attachments or images may be included; and
 - 4. Designate five individuals who are authorized to send messages and use the Agency’s distribution lists.
- B. The Agency will maintain TC-wide e-mail lists that are updated regularly. POPA will be authorized to use these lists in accordance with the criteria set forth above.
- C. An e-mail list of satellite office POPA bargaining unit employees will be provided to POPA and updated each time a new class enters on duty at the satellite office.
- D. The Agency will provide to POPA, within two weeks of the effective date of this agreement, an electronic, sortable list of all employees coded in the NFC database as POPA bargaining unit employees. Quarterly, the Agency will provide an electronic, sortable list of employees coded in the NFC database as POPA bargaining unit employees.
- E. The Agency shall create an electronic mailbox for POPA’s use for which they may designate as many users as necessary. POPA may name the account consistent with USPTO guidelines.

V. Training

The same training programs offered to new hires in the Patent Training Academy at USPTO Alexandria Headquarters will be offered at the satellite office. Some training programs for the satellite office employees may be provided via video conferencing.

VI. Telework & Hoteling

- A. Eligibility and participation in the Patents Telework Program (PTP) and the Patents Hoteling Program (PHP) will be in accordance with PTP and PHP agreements and guidelines except that the satellite office shall replace the Alexandria Headquarters, USPTO worksite or Office.
- B. After the entry on duty (EOD) date of the first examiner class in this satellite office, up to a total of 25 PHP examiners may participate in the 50 mile radius program (within 50 miles of the satellite office location) during the first year of operation of the satellite office. Employees on the PHP who live within a 50 mile radius of the satellite office as determined by www.gpsvisualizer.com/calculators#distance_address (or substitute site provided by management if the site listed becomes unavailable) with the satellite office address used as one address and the participant's home address as the other, may change their duty station to their home address. All the other provisions of the 50 mile radius agreement will apply. After the first year of operation this number will be revisited.

VII. Change of Duty Station / Relocations

For the first year after the entry on duty (EOD) of the first class of examiners, employees whose duty station is the USPTO Alexandria Headquarters, or whose duty station is within the 50-mile radius of the USPTO Alexandria Headquarters, will not be allowed to change their duty station to the satellite office unless they volunteer pursuant to a request for qualified volunteers from the Agency. After the first year, however, if space availability changes, the parties will revisit this issue as part of the Collaborative Discussions and Reopener noted below.

VIII. Required Travel

- A. If the Agency requires non-hoteling bargaining unit employees to travel to the USPTO Alexandria Headquarters, it will pay for travel expenses and per diem as provided by federal travel regulations.
- B. If travel is required of a non-hoteling satellite office bargaining unit employee responsible for production, travel will be non-production time.
- C. If the Agency requires satellite office bargaining unit employees to travel to the USPTO Alexandria Headquarters, docket management will be paused for one day, per round trip, for cases in eleven and fourteen day components.

IX. Transit Subsidy

The Agency will provide transit subsidy to eligible bargaining unit employees to the extent allowed by regulations.

X. Collaborative Discussions & Reopener

- A. The parties agree that the Agency has resolved its pre-lease bargaining obligations and may proceed with the process of procuring a satellite office in Detroit, Michigan. The parties acknowledge that some conditions of the satellite work site are still unknown and/or undetermined. The Agency agrees to notify POPA promptly as additional information is obtained and/or decisions are made. The parties agree that preparations to open, opening, and operations of the satellite office may commence/ continue without interruption as long as such preparations and operation are not inconsistent with the terms of this agreement.
- B. Upon either party's request, the parties shall meet at mutually agreed upon times, for the purpose of collaboratively discussing all concerns relating to the satellite office with a goal of reaching agreement over how the issues will be resolved. If the issues are not resolved informally, the parties will negotiate formally over the unresolved issues following midterm bargaining procedures in place at the time of the negotiations. This paragraph does not constitute an agreement to negotiate permissive topics to impasse or to otherwise negotiate where bargaining is not required by law. For a period of two years following entry on duty of the first bargaining unit employee the Agency agrees that it will not assert the "covered-by" doctrine on proposals in negotiation so long as the proposal in question is not inconsistent with this agreement.
- C. The Agency will share with POPA all pertinent information collected related to this program, including but not limited to: evaluations, focus groups and surveys.
- D. The Agency acknowledges that this agreement only covers the satellite office in Detroit, Michigan. If the Agency proposes to relocate, split, move or expand to a new location, this agreement does not apply and the Agency agrees to meet its legal obligations to bargain in these circumstances prior to the relocation, split, move or expansion.
- E. The parties agree that within three months of the effective date of this agreement, that they will commence informal discussions over the topic of mandatory travel for employees with offices at the Detroit satellite office and for employees who were hired for the Detroit satellite office and who telework within a 50-mile radius of the Detroit satellite office. The other provisions of this section shall apply in the event that agreement is not reached.
- F. The parties agree that within three months of the effective date of this agreement, that they will commence informal discussions over the topic of relocation expenses associated with a mandatory permanent change in duty station for bargaining unit employees hired at the satellite office. The other provisions of this section shall apply in the event that agreement is not reached.

XI. Union Arrangements


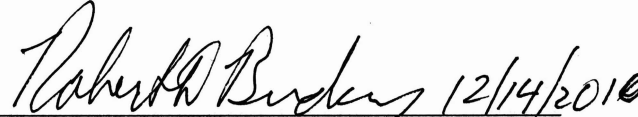
- A. Once the satellite office has opened, POPA will be provided paid travel expenses and per diem to the satellite office for up to six round trips per fiscal year for conducting representational activities at the satellite office and may be used at the union's discretion. The duration of this paid travel will be limited to what is reasonable to complete the representational activity.

- B. Appropriate space shall be provided at the satellite office for POPA to engage in private consultations with its bargaining unit employees on an as-needed basis. Also, private office space with a computer and access to collaboration tools will be made available to POPA representatives while they are on travel from USPTO Alexandria Headquarters.
- C. The Agency shall provide one lockable bulletin board per pantry for POPA's exclusive use on floors with offices assigned to full time bargaining unit employees.
- D. POPA may utilize all video conferencing and other collaboration tools for use in representational activities, including but not limited to, union conferences, annual meetings and grievance meetings, meetings associated with proposed adverse actions or proposed disciplinary actions, adverse actions, disciplinary actions and investigatory meetings.
- E. Private video conferencing facilities will be made available to POPA and bargaining unit employees at both the USPTO Alexandria Headquarters and the satellite office for the purpose of consultations for advising employees, preparing for grievances and arbitrations, challenges to proposed adverse actions and proposed disciplinary actions, challenges to disciplinary actions and challenges to adverse actions.
- F. For investigatory meetings with POPA bargaining unit employees whose duty station is the satellite office, POPA may have up to two representatives, (one to participate and one to observe/take notes) when video conferencing is utilized.
 - 1. During investigatory meetings, POPA and management officials at the USPTO Alexandria Headquarters will be co-located in a meeting space; and the employee and the management official at the satellite office will be co-located in a meeting space. POPA will be co-located with management and the employee if at the satellite office. Meeting spaces will be provided with video conferencing via the collaboration tools and video projectors.
 - 2. During an investigatory meeting, a reasonable number of caucuses shall be allowed per request.
 - 3. To the extent possible desktop collaboration tools will be used for investigatory meetings with employees at the satellite office.
- G. In the event that the Agency cannot provide desktop collaboration tools to the appropriate POPA representatives, the Agency agrees to postpone any investigatory meeting, to the extent practicable, or to grant a reasonable extension for any response to a proposed disciplinary action, proposed adverse action, or grievance filing or response.
- H. Video and audio communications between the parties shall not be recorded by either party without the express knowledge and consent of the other party. The parties shall inform the other party of each participant and/or attendee of any conference held via video conferencing or desktop collaboration tools.
- I. POPA will be provided non-bank hours to cover travel time to and from the satellite office. POPA will be granted an additional 1,000 hours of bank time for use at the satellite office and the USPTO Alexandria Headquarters.

J. POPA will be provided required badges and keys, as necessary, for access to the satellite office facilities.

XII. Termination of Detroit Satellite Office

- A. Management reserves the right to terminate the Detroit satellite office at any time.
- B. If the Detroit satellite office is terminated, appropriate notice will be given to both POPA and satellite office employees. Once such notification is provided, POPA will be provided an opportunity to negotiate over the termination to the extent required by law. The Agency will not assert the “covered by” doctrine on issues not related to participation in the PHP or relocation expenses.
- C. If the Detroit satellite office is terminated, the following provisions only apply to bargaining unit employees hired at the satellite office:
 - 1. Each employee may join the PHP if eligible or if at least a GS 11 without meeting grade and time requirements, or
 - 2. Each employee may relocate to the USPTO Alexandria Headquarters with appropriate relocation expense(s) consistent with Agency policy and applicable regulation(s).

	
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