

**SETTLEMENT AGREEMENT
BETWEEN THE
PATENT OFFICE PROFESSIONAL ASSOCIATION
AND THE
U.S. PATENT AND TRADEMARK OFFICE
ON THE PATENTS HOTELING PROGRAM**

This Settlement Agreement (Agreement) is made and entered into by and between the Patent Office Professional Association (POPA or Union) and the U.S. Patent and Trademark Office (USPTO or Agency) (collectively the Parties) regarding the Patents Hoteling Program (PHP). This Agreement settles all of the issues raised in two (2) grievances (FMCS no. 060417-02525-3/POPA docket no. 08-05-ASN-22 and FMCS no. 071219-01077-3/POPA docket no. 05-06-ASN-42). The Parties agree as follows:


1. Once every six (6) months, the Agency will provide POPA with the names of all hoteling participants. If the Agency has an electronic list of e-mail addresses of hotelers, this list will also be provided to the Union, in electronic form, every six (6) months.
2. Within the next six (6) months, the Agency shall conduct focus sessions with trainees and coworkers of hotelers as well as hotelers. The Agency will share the information obtained from these sessions with POPA as the information becomes available and will discuss with POPA ways to develop remedies for any adverse impacts. This section does not create an obligation to negotiate on these issues outside of proposals introduced in term negotiations described below.
3. Semiannually, the Agency will remind hotelers of their commitment to provide internal customer service, including providing their work schedule to trainees or setting up training appointments. Hotelers will be encouraged to respond to calls or e-mails frequently throughout their work day.
4. The Agency shall train non-hotelers on the hoteling program, including collaboration tools such as MCS, and on the rights and responsibilities of hotelers. Management will determine the length and content of the training. Management has determined to authorize other time for this training.
5. Management has determined to authorize an additional five (5) hours of other time, over what is currently provided, during the initial hoteling training class, for future hotelier initial training classes.
6. The Agency shall offer an appropriate level of technical computer support and software to all examiners regardless of their work location.


7. Hotelers will be encouraged to accurately report on their timesheets catastrophic time spent recreating work lost due to failure of the USPTO network, the employee's workstation, or commercial database access.
8. POPA bargaining unit members issued oral warnings for performance will not be removed from IFP or from the Patents Hoteling Program, unless the employee opts to withdraw from either or both programs. Employees are encouraged to adjust their schedules so that the employee can maximize assistance from the supervisor. Employees given performance improvement plans (written warnings) will be removed from IFP and the Patents Hoteling Program.
9. USPTO will offer training for hoteling employees via computer to the extent reasonably feasible. If computer based training is not available, the Agency will keep in mind the disruption caused to hotelers required to return to the Office for training and will conduct training for hotelers in a consolidated manner to the extent practicable.
10. The Parties recognize that negotiations of the collective bargaining agreement may include negotiations of these and other hoteling issues.
11. This agreement will not be used as evidence of either party's position in any proceeding regarding the negotiation of the collective bargaining agreement.
12. In accordance with hoteling guidelines, Patents Hoteling Program participants must work a minimum of one (1) hour per week at the Office. To meet this requirement, Examiners may work one (1), but not both Saturdays in a biweek, at the Office.
13. The Union hereby withdraws with prejudice grievances FMCS no. 060417-02525-3/POPA docket no. 08-05-ASN-22 and FMCS no. 071219-01077-3/POPA docket no. 05-06-ASN-42.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement.

FOR THE AGENCY:

FOR POPA:


 Robert Oberleitner Date
 Director, TC 2800


 Lawrence J. Oresky Date
 Director of Grievances, POPA