

NON-DUTY HOURS TECHNICAL TRAINING PROGRAM

December 15, 1998

The Patent and Trademark Office and the Patent Office Professional Association (POPA), working in partnership, have developed and agree to the following operating procedures for the Non-Duty Hours Technical Training Program. It is understood by the parties that these operating procedures have been developed pursuant to the provisions of Executive Order 12871, Labor-Management Partnerships.

I. OVERVIEW

1. A voluntary Non-Duty Hours Technical Training Program (Program) has been established to develop and maintain a highly skilled workforce, and to promote the development and retention of POPA bargaining unit members by enhancing the employees' knowledge, skills and abilities in their assigned areas of technology. This Program is only one segment of the Patent Professional Training Program, and is not intended to supersede any other training programs or to encompass all appropriate technical training.
2. This Program is not intended to provide remedial training with respect to the basic technological skills required for the employees' current positions, nor to supersede appropriate classroom or on the job training in foreign technological areas during duty hours. A foreign technological area may be work assigned in an area of technology foreign to an employee's training and background.
3. Supervisors are encouraged to support their employees' voluntary participation in this Program in order to further the mission and meet the performance goals of the PTO.
4. This program commences the Spring semester of calendar year 1999.
5. Management may reduce, suspend, or terminate funding for this Program when such action is necessary for the proper functioning of the agency. In making such a determination, management will consider similar cutbacks in other non-duty time training programs in an effort to equitably distribute reductions among all employees. Such determination will take into account the nature and purpose of the training and the adverse affect on the employees and the Agency. If budget limitations preclude the involvement of all employees interested in this Program, participation will be determined in the following order: grade, degree of signatory authority, and length of service in the current and higher grades at the PTO.

II. ELIGIBILITY

1. This Program is available to all POPA bargaining unit members who are full-time, permanent, non-probationary employees.

2. The technical courses taken under this Program must be job-related. In making a determination as to what is "job-related," supervisors are reminded that the employee's voluntary participation in the Program is to be encouraged. The term "job-related" is not to be narrowly construed and shall include subject matter reasonably related to the employee's assigned area of technology. The following examples illustrate job-related technical subject matter:

subject matter which is disclosed in patent applications assigned to the employee,

subject matter which is encompassed by fields of search in patent applications assigned to the employee,

subject matter which falls under classes and subclasses assigned to the employee,

or

subject matter which would aid in the comprehension or completion of the employee's assigned work.

3. The technical courses must be taken for credit at an accredited college or university.
4. The employee's most recent rating of record must be at least Fully Successful, and the employee must be at least at a Fully Successful level of performance as determined for purposes of this agreement by the employee's cumulative most recent four (4) full quarters of work.
5. The employee must obtain approval of the first and second level supervisors. Supervisory approval will be determined in a fair, equitable and expeditious fashion.
6. If the supervisor denies an employee's request to participate, the employee may submit written reasons as to why the employee's participation should be approved. Upon receipt of the written reasons, the supervisor will either grant approval or provide the employee with a written response within seven (7) days explaining why the request was denied.
7. The employee must meet the eligibility criteria for each request for training under this Program.

III. CREDIT HOURS AND MONETARY LIMITS

1. Up to \$5,000 per fiscal year is available to each participant for actual tuition costs. Any number of credits within this monetary limit may be taken under this Program. If the tuition costs exceed the employee's limit, the employee will be responsible for paying any overbalance to the school.
2. For each approved course taken under this Program, the employee is allocated up to \$150 per course for required course materials (e.g. books and/or lab fees, etc.).
3. If an employee drops or withdraws from a course, the employee will repay the PTO for expenses incurred from tuition and/or course materials payment.
4. If the employee fails a course (as defined by the school), the employee will repay the PTO for expenses incurred from tuition and/or course materials payment.

IV. EMPLOYEE SERVICE OBLIGATION

1. Subject to 5 U.S.C. 4108(b), an employee who participates in this Program is obligated to continued service with the federal government for one (1) month for each credit or portion thereof paid for by the PTO. If the employee leaves the federal government prior to completing the length of the continued service, the employee's tuition reimbursement obligation will be on a pro rata basis (based on month increments).
2. If the employee leaves the federal government prior to completing the length of the continued service, the employee's required course materials reimbursement obligation will be for the class(es) for which continuing service was not completed.
3. Continued service begins with the end of the semester or prior service obligation period, whichever is later.
4. The "end of the semester" is defined as the day of the employee's last final examination or day the last final paper is due for that semester.
5. Any reimbursement to the PTO will be based on the actual tuition cost incurred by the PTO.

V. TERMINATION, SUSPENSION, AND REDUCTION

1. In the event management decides to reduce, suspend or terminate funding for this Program under Section I, provision 5 of these procedures, the Agency will discuss its plans and rationale with POPA at least 30 days in advance or in an emergency as soon

as possible in advance of any changes. This discussion will include an explanation of the circumstances leading to management's change, and include what other actions are being taken by the Agency to address the budget problem. Information on cuts for each non-duty time training program at the PTO will be provided to POPA.

2. If the funding for the Program is suspended, reduced or terminated, as provided in section I, provision 5, funding will be fully or partially reinstated when such action is no longer necessary for the proper functioning of the Agency.

VI. RULES AND PROCEDURES

1. Submit for each course a completed form SF-182 with the appropriate supervisory signatures to the Training Delegate at least two (2) weeks prior to the beginning of the course with copies of the (1) tuition rate and (2) the course description from the school catalog. An electronic SF-182 may be printed and used.
2. During the school's drop/add period, if the employee changes courses, the employee will notify the Training Delegate and will submit a substitute SF-182 with the appropriate supervisory signatures.
3. The employee will sign the continuing service agreement when the forms are submitted for processing.
4. Along with the SF-182, the employee will complete and submit a Program information form with the following information: course(s) paid for in full or part under this Program, course description, teaching institution, dates of enrollment, employee's technology center or Office, employee's art unit or division, the employee's assigned area of technology. The Training Delegate will maintain and make available this information to bargaining unit members.
5. The employee will submit the grade(s) to the Training Delegate within six (6) weeks after the semester ends. If the grades are not available, the employee will notify the Training Delegate within (6) weeks after the semester ends and will submit the grade(s) as soon as they are available.
6. The employee will sign and date a copy of this agreement and submit it to the Training Delegate. By signing this copy, the employee is certifying that the employee has received and read the policy and understands the employee's obligation to the PTO as a participant in this Program. Signing a copy of this agreement and participating in this Program constitutes permission by the participant for the PTO to obtain grades for courses which the PTO paid for directly from the school if the participant fails to meet the time frames for submitting his/her grades to the Training Delegate as set forth in VI,5.

7. If the employee decides to resign, the employee will notify the Training Delegate in writing (email notification is sufficient) ten (10) working days prior to termination so that a reimbursement determination can be made. Failure to do so may result in a delay in processing of the employee's release papers.
8. The employee must comply with the rules and procedures as set forth in this section. Minor corrections or omissions will not be considered a failure to abide by the rules and procedures of this section.

For the Agency

For the Patent Office Professional Association

/s/_____ 12-15-90
 John Love, Director
 Technology Center 3700

/s/_____ 12-15-98
 Melanie H. Tung

/s/_____ 12-16-98
 Rick Fisher, Director
 Technology Center 1700

/s/_____ 12-15-98
 Katherine Matecki

/s/_____ 12-16-98
 William Williams
 Workforce Effectiveness Division

/s/_____ 12-15-98
 Bryan S. Tung

/s/_____ 12-16-98
 Wynn Coggins, SPE

/s/_____ 12-15-98
 Randall Myers, Secretary

/s/_____ 12-19-98
 Nicholas P. Godici
 Acting Assistant Commissioner
 For Patents

/s/_____ 12-15-98
 Ronald J. Stern, President

/s/_____ 12-15-98
 Q. Todd Dickinson
 Deputy Assistant Secretary
 Of Commerce and Deputy
 Commissioner of Patents and Trademarks