

**Agreement between the  
United States Patent and Trademark Office (USPTO) and the  
Patent Office Professional Association (POPA) on  
Examiners' Transfer between Offices (Agreement)**

**September 24, 2013**

The terms of this Agreement supersede 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 voluntarily relocate their 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 satellite offices. The terms of this Agreement are as follows:

**I. 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.

**II. Transfer Guidelines**

This agreement covers examiners interested in relocating at their own expense from the USPTO campus in Alexandria to a satellite office, from a satellite 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 satellite office to another satellite office.

The following guidelines define a process to permit eligible examiners to voluntarily change their 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. Ten transfer slots will be established at each satellite 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.
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. For Detroit, after the signing of this agreement by all parties and for each additional satellite office as it initiates hiring of examiners, there will be one initial application period with a specific closing date for all examiners expressing interest in a transfer to that office.
  - a. Patents management will provide examiners notice of the initial application period. For Detroit, this initial application period will start as soon as possible after the signing of this agreement by all parties. For other satellite offices, this initial application period will start approximately 4 months prior to the scheduled office opening. The initial application period will run for 1 month.
  - b. All requests for a transfer slot received on or before the closing date of the initial application period will be assigned on seniority basis. Seniority is defined first by grade, then by degree of signatory authority, then time in the current or higher grade while an employee of the Office. Any remaining ties in seniority at that point will be broken using a random process such as a lottery.
  - c. Selections will be made and notifications that a transfer slot has been allotted to an examiner will be sent to the examiner at least 2 months prior to the office opening for additional satellite offices other than Detroit.
  - d. If the number of requests exceeds the available slots, a waiting list by seniority will be established.
4. Transfer slots after the one initial application period: All requests for transfer slot received after the closing date of the one initial application period will be assigned a slot on a first come, first served basis. If no slots are available, the request will be added to the waiting list in order of receipt.
5. After a transfer slot is assigned, the examiner will be given up to 4 months to report to the new duty station. When an examiner requests additional time, e.g., real estate transactions, 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.

6. 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.
7. 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.
8. No transfers will be permitted to satellite offices for the first three years after the entry date of the first examiner class except for the initial ten transfer slots. Prior to the end of the initial three year period, the parties will meet to discuss and determine a method for determining if space is available for additional transfers to an office. Until agreement is reached on the method of determining space available in a satellite office, transfers to that satellite office in addition to the initial ten transfers will not be permitted even if the three (3) year period has expired. The Office will assess available space for each satellite office location on a quarterly basis after the initial three year period.
9. Upon signing of this agreement, examiners who are in a satellite office or hoteling from a satellite office may request a transfer to the Alexandria office. Each satellite office will have five 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 satellite offices to the Alexandria office except for the initial five transfer slots for each satellite office for the first three years after the first entry class at each satellite office. Prior to the end of the initial three year period for each satellite office, the parties will meet to discuss and determine a method for determining if space is available for additional transfers to Alexandria office. Until agreement is reached on the method of determining space available in the Alexandria office, transfers to the Alexandria office from each satellite office in addition to the initial five transfers will not be permitted even if the three (3) year period has expired. After the methodology has been determined, the Office will apply the methodology for determining additional transfers to the Alexandria office on a quarterly basis after the initial three year period.

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 satellite offices unless the Office determines that space can be converted for this use. If the Office cannot maintain the space conditions in a satellite 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.

### **III. Office Selection and Assignment in Satellite Offices**

This section covers the allocation of available space at the Detroit satellite office. The parties agree to cover the allocation of work space to bargaining unit members at other satellite offices in a separate agreement.

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.
2. For the initial transfer of the ten employees into the Detroit satellite 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.

### **IV. Proposed Changes to the Transfer Guidelines**

The parties agree to meet quarterly to reassess the space available at the satellite 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**

Andrew Faile                      9/24/13  
Andrew I. Faile                      Date  
Deputy Commissioner for Patent  
Operations  
USPTO

Robert Budens                      24 Sep 2013  
Robert Budens                      Date  
President  
Patent Office Professional Association