

Partnership Working Group Recommendations NON-DUTY HOURS LEGAL STUDIES PROGRAM

December 15, 1998

The Patent and Trademark Office and the Patent Office Professional Association (POPA), working in partnership, have developed and agreed to the following operating procedures for the Non-Duty Hours Legal Studies 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 Time Legal Studies Program has been established for POPA bargaining unit employees to provide additional legal training to increase the depth of legal knowledge within the Patent Corps and other Patent Office areas and provide a well-qualified applicant pool for positions requiring legal skills within the Office.
2. This Program reflects the Office's concern for the continuing development of Patent Professionals in the POPA bargaining unit and the Office's desire to increase the professionalism of its employees.
3. This Program is only one segment of the Patent Professional Training Program and is not intended to supersede any other training program or to encompass all appropriate legal training, except that this Program does supersede the program formerly known as the Law School Tuition Assistance Program and the Juris Masters Certificate Program. This Program is not intended to be the major source of legal training required to achieve the requisite legal competency for some of the job positions within the POPA bargaining unit.
4. Courses for advanced degree programs (i.e. other than J.D.) are not covered under this Program. A request for payment of advanced level courses will be considered as a general request for training.
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.
6. This Program is effective beginning with the Fall semester of calendar year 1998.

II. ELIGIBILITY

1. This Program is available to any full-time, permanent bargaining unit employee with at least 2 years of continuous service at the PTO, or an employee with at least 2 years of service by October 1 of the Fall semester the participant enters the Program.
2. An employee is eligible for participation if the legal training provided under this Program is mission-related. Courses provided at an accredited (American Bar Association) law school which will increase the depth of legal knowledge within the Patent Corps and other Patent Office areas will be authorized.
3. Bargaining unit employees who took PTO-sponsored non-accredited legal studies courses on non-duty time will not be prohibited from retaking the same or similar courses for credit in this Program, and will be entitled to all tuition assistance and payment of expenses set forth in this agreement in connection with those courses.
4. The employee's most recent rating of record must be at least Fully Successful, and the employee must maintain 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. Acceptance at an accredited (ABA) law school is required. The legal courses must be taken for credit at an accredited law school.
6. The employee must obtain approval of the first and second line supervisors. Supervisory approval will be determined expeditiously.
7. The employee must meet the eligibility criteria for each request for training under this Program.

III. CREDIT HOURS AND MONETARY EXPENSES

1. The PTO will pay for up to twenty-four (24) credits per year, not to exceed 88 credits. Courses must be taken within a total of six (6) years which need not be continuous.
2. For each approved course taken under this Program, the employee is allocated up to \$150 per course for required books.
3. If a participant drops or withdraws from a course taken under this Program within a time period, which avoids any tuition liability, the participant will not be responsible for any repayment.
4. If a participant withdraws or fails a course taken under this Program due to hardship or

special circumstances, the participant may apply for a waiver of the tuition liability.

5. A participant who withdraws or fails a course taken under this Program will be required to repay the PTO for expenses incurred from books and tuition payment.

IV. CONTINUING SERVICE OBLIGATION

1. Participants in this Program shall agree in writing to continue in the service of the PTO for one (1) month for each three (3) PTO paid-for credits. This continued service period will begin at the end of participation in the Program, unless the employee is separated involuntarily.
2. Continuing service agreement (CSA) in the event funding is terminated or reduced:
 - a) If the Agency terminates funding while an employee is in the Program, the CSA for any courses paid for will be 45 hours for each credit hour and will begin at the completion of the most recent course, which the PTO paid for.
 - b) If the Agency reduces funding to less than 6 credits for any Fall or Spring semester, the CSA for courses taken during the reduction will be 45 hours for each credit hour and will begin at the completion of that semester. If the Agency reduces funding to less than a total of 16 credits for any 2 consecutive Fall and Spring semesters, the CSA for all courses taken before the reduction will be 45 hours for each credit hour and will be considered to have begun at the beginning of the 2 consecutive semesters, and the CSA for courses taken during the reduction will be 45 hours for each credit hour and will begin upon completion of those courses.
 - c) For the purposes of this section, if funding is not reduced for the current Fall or Spring semester, it is presumed that funding is available for up to 11 credits and not funding actually used by a particular employee.
3. The end of participation in the Program occurs on the last day of class for the last course taken for which the employee has been reimbursed. If an employee reenters the Program at a later date, service of any remainder of a continued service period will cease while the employee is a participant and will commence at the end of participation in the Program as defined in this agreement. The additional continued service obligation accrued after reentry will be added to any remainder of an already existing continued service obligation.

4. The continued service for any remainder credits (i.e. 1 or 2 credits) will be determined on a pro rata basis.
5. The time period for fulfillment of the continuing service agreement begins one working day after the end of participation in the Program.
6. The content of the continuing service agreement will be distributed in paper form to bargaining unit employees who participate in this Program, and permanently posted electronically.
7. Subject to 5 U.S.C. 4108(b), if an employee voluntarily separates from the federal government before the continuing service requirement has been fulfilled, the employee must reimburse the PTO for the cost of tuition and expenses incurred in this Program in proportion to the time left on the employee's continuing service agreement.

V. RESOURCES AND INFORMATION

1. For each fiscal year, the PTO will provide POPA with the following information by November 30:
 - a) a list of bargaining unit employees participating in this Program including their Art Unit, grade, and years of continuous civilian service, and
 - b) an accounting of the amount spent for this Program.

VI. 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 this agreement, 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 funding is reduced, available funds first will be allocated to bargaining unit members who are already in the Program. A partnership committee will be created to make recommendations regarding the impacts in case a reduction in funding for this Program occurs, which will not sustain those currently in the program.
3. 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.

VII. PROCEDURES

1. Courses taken in the Fall 1998 semester for which tuition and required course materials payment is sought must follow this provision: Submit a completed form SF-182 with the appropriate supervisory signatures to the Training Delegate for each course by C.O.B. December 21, 1998. An electronic SF-182 may be printed and used.
2. Submit a completed form SF-182 with the appropriate supervisory signatures to the Training Delegate for each course at least (2) weeks prior to the last day of the registration period. An electronic SF-182 may be printed and used.
3. During the school's drop/add period, if the participant changes courses, the employee will submit a substitute training form.
4. The employee will sign the continuing service agreement when the forms are submitted for processing.
5. 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 law school if the participant fails to meet the time frames for submitting his/her grades to the Training Delegate as set forth below.
6. The employee will submit the grade(s) to the Patent Academy 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.
7. If the employee decides to resign, the employee will notify the Training Delegate in writing (e-mail 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 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.

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