

Agreement Between the Patent Office Professional Association and the United States Patent and Trademark Office on San Jose 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 San Jose 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 San Jose satellite office.

I. Satellite Office

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

A. Satellite Office Staffing

1. Management has determined that the satellite office initially will be staffed by approximately twenty (20) entry-level examiners, as career-eligible competitive service employees, followed by at least three (3) additional groups of approximately twenty (20) hires, to be hired as entry-level or IP experienced examiners as career eligible competitive service employees. Total planned hires at the new satellite office will be approximately 80; however, the Agency retains its right to revise these plans at its discretion.
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. Initially, the goal is a ratio of at least 1 manager to 20 examiners on-site at the satellite office.

B. Time Zones

1. Work schedules and all times defined in other POPA agreements will be local San Jose time (Pacific Time) except for the core hour.
2. PALM counting, Docket management, OCIO downtime/maintenance times will remain Eastern Time.

C. Work Schedules

1. 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.

D. 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 in the service centers 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 and other available space, 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.
4. POPA bargaining unit employees will have access to all USPTO common spaces.

E. 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. Employees and POPA will be informed of security procedures in the attached management-issued memo including information on badges, keys, guards and emergency procedures. The parties agree that all notice and bargaining obligations with respect to this memo have been met. POPA will be notified of and have an opportunity to bargain over changes to the terms of the attached memo, to the extent required by law.

F. Operating Status of Satellite Office

1. The operating status of the satellite office due to weather or other emergency situations will be made and announced by USPTO management, and will consider the information provided by the local Federal Executive Board. Announcements relating to operating status (e.g., office closure, delayed opening, early dismissal) should be consistent with OPM's prevailing announcements for the same operating status in the National Capital Area.
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.
3. City of San Jose government closures do not necessarily affect the USPTO operating status. For example, if the City of San Jose government closes for the last two weeks of December, the USPTO will continue to operate as normal.

II. Physical Facilities

- A. 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.
- B. USPTO employees will be provided with information about local parking and childcare center options upon hiring. Parking is available near the satellite office at prevailing market rates.
- C. Housekeeping will be done in the evenings.
- D. For facilities issues, employees will contact 571-272-2000 (x22000) or facilitieshelpdesk@uspto.gov.
- E. 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(E)(2) – II(E)(4) below which remain in effect to the extent not inconsistent with this agreement.
 - 2. The satellite office will be non-smoking. Smoking is only allowed more than 20' from entrances.
 - 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.
- F. Printers

1. Employees in offices that are shared at the San Jose Satellite Office will be required to share a printer.
2. If disagreements regarding the shared printer occur between officemates, management will act promptly in an effort to harmoniously resolve the disagreement. If a disagreement arises among officemates over the use of a shared printer that cannot be harmoniously resolved and one of the officemates is no longer comfortable sharing an office with the other, management will make a determination concerning which officemate will be moved to another office. If another office is unavailable, management may, at its discretion, ask for volunteers from other shared offices who are willing to switch offices in order to separate the officemates.
3. Management will remind employees that shared printers should be located in the shared office in a mutually agreed upon location, that it is the responsibility of the employee who uses the last of the paper to replace the paper, and that it is the responsibility of the employee who is using the printer at the time of a printer issue to take necessary steps within a reasonable time to have the printer issue resolved.
4. Management will make available to all bargaining unit employees high speed printers as an alternative means of printing to the printer in their shared offices. At least one high speed printer will be available, maintained and reasonably located on all floors housing bargaining unit employees.

G. 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.

H. 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.

I. Lighting

1. The combination of ceiling light fixtures and task lighting shall be capable of producing a light level in a range of 40 - 75 foot-candles at work surface.
2. Warm-white LED lamps 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 clear transoms in examiner offices located at least 6'-6" above the finished floor.
5. Occupant-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.

J. 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.
3. Employees may access their offices at all times and will be able to control lighting.
4. If an employee forgets or loses an office key, the USPTO guard can unlock an office door during operating hours (7:30AM-5:30PM). If the key is lost, the employee should notify the USPTO facilities help desk who will coordinate with the lessor to replace the lost key.
5. If an employee forgets or loses their building badge, they will be unable to gain admittance to the building exterior outside of normal operational hours. The employee should contact USPTO Security to coordinate with the lessor to replace the lost badge.

K. Sight Lines

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

L. Amenities

1. Public bike racks are located near entrances for employee use. A bike cage and bike lockers are available for employee use after registration with City of San Jose Department of Transportation (DOT). USPTO will include information on registration within the Welcome Kit.
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 Friday evenings at a posted time.
 - b. Pantries shall include at least the following: full-size refrigerator, sink/disposal, microwave, counter space, cabinets and hot water.
3. There are no federal health centers available in the San Jose area. A flu shot clinic will be available on-site annually.
 4. The USPTO does not have use of San Jose's fitness center but will provide information about nearby private locations

M. Health and Safety Issues

1. The Agency shall ensure that the building 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 any application of insecticides, paints, glues, adhesives, etc. is performed outside of working hours. The Agency will ensure that the space is adequately ventilated during and after application.
5. The carpet vacuums used in the office of bargaining unit employees shall be equipped with HEPA filtration or equivalent.

N. 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. For facilities issues, employees will contact the Facilities Help Desk at 571-272-2000 (x22000) or via email at facilitieshelpdesk@uspto.gov.

O. 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 at least one secure lockable storage unit, e.g., desk or file cabinet

P. Telephone and Computer Installation

1. Initial installation of telephone lines and computers shall be completed prior to occupancy of bargaining unit employee offices.

Q. Timing of Construction / Maintenance Work

To the extent possible, maintenance, painting and construction will be performed at night or off duty hours.

1. When construction or maintenance is performed in Agency space which generates loud noise, bargaining unit employees will record the time which they have lost due to the noise disturbance accurately, if no accommodation has been provided. There will be no arbitrary uniform rules about the amount of time that an employee has lost due to the noise disturbance.
2. When demolition or construction work occurs adjacent to occupied space, the Agency shall ensure that the Government 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.

R. HVAC

1. With the exception of Federal Holidays, HVAC will at least be provided between the times of 7AM- 7PM Pacific Time Monday through Friday, excluding Federal Holidays but including California State Holidays and between the times of 8AM to 1PM Pacific Time on Saturday. HVAC hours will not limit an employee's ability to work flexible hours.

III. Automation

- A. To the maximum 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 may have access to fewer on-site technicians.
- D. Management will provide collaboration tools and private space for interactions between satellite office examiners and USPTO staff at other locations.

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 all bargaining unit employees (i.e., Alexandria and satellite offices) 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. If no such list exists for the satellite office, POPA will be provided with the e-mail distribution list which management is using.

- 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 2013 (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 the San Jose satellite office, up to a total of 40 PHP examiners may participate in the 50 mile radius program (within 50 miles of the San Jose satellite office location) during the first year of operation of the satellite office. Employees on 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 upon signing a 50 mile radius agreement. TEAPP participants who sign a 50 mile radius agreement will relinquish their TEAPP slot. All other provisions of the 50 mile radius agreement will apply. After 2 years of operation, the number of 50 mile radius program slots will be revisited.
- C. Toner and paper supplies for Examiners participating in the 50 mile radius program at the San Jose office will be shipped to their approved alternate worksite.

VII. Change of Duty Station / Relocations

Transfers of employees to and from the San Jose satellite office will be in accordance with the "Examiners' Transfer between Offices" agreement, dated September 24, 2013.

VIII. Required Travel

- A. If the Agency requires bargaining unit employees with an official duty station at the San Jose satellite office or bargaining unit employees on the San Jose 50-mile radius work agreement to travel to the USPTO Alexandria Headquarters, it will pay for travel expenses and per diem as provided by the 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 the length of the trip, for cases in fourteen day or shorter components.

IX. Transit Subsidy

- A. The Agency will provide transit subsidy to eligible bargaining unit employees to the extent allowed by regulations.
- B. Bargaining unit employees may participate in the prevailing Pre-Tax Parking program.

X. Collaborative Discussions & Reopener

- A. The Agency agrees to notify POPA promptly as additional information is obtained and/or decisions are made as to the satellite office location and space. 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 San Jose, California. 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.

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 36''x 48'' 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 required badges and keys, as necessary, for access to the satellite office facilities.

XII. Closure of the San Jose Satellite Office

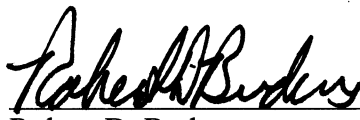
- A. Management reserves the right to make the determination to permanently close the San Jose satellite office.
- B. Once it has been determined to permanently close the San Jose satellite office, the procedures negotiated in accordance with the "Permanent Closure of a Satellite Office" agreement dated September 25, 2014, will be followed.



Frederick W. Steckler
Chief Administrative Officer
U.S. Patent and Trademark Office

5-12-2015

Date



Robert D. Budens
President
Patent Office Professional Association

5/12/2015

Date

Attachment (1)

This memorandum describes security and related procedures at the USPTO San Jose Satellite Office. Security issues involve both the City of San Jose and the USPTO.

A. Emergencies

For emergencies:

Dial 911 (call goes to USPTO security command in Alexandria, VA, who will contact support in San Jose) or 9-911 will contact the local police in San Jose and the USPTO security command center.

B. Non-Emergencies

Between 7:30 AM and 5:30 PM weekdays, employees may contact the local USPTO Protective Security Officers or dial 2-7800 for the USPTO security command in Alexandria, VA, who will contact support in San Jose.

Outside of these hours employees can contact the USPTO security command in Alexandria, VA by dialing 2-7800.

C. In general

1. USPTO Protective Security Officers will be on duty in USPTO space 7:30AM-5:30PM weekdays.
2. Security escorts will not be provided to parking garages.
3. City of San Jose government security will not be able to provide access to offices.
4. The first floor lobby can be accessed via the north stairwell. The south stairwell exits to the outside at the first floor.
5. USPTO card readers will be on one interior stairwell (south side nearest parking garage) for access to the 2nd floor. The 3rd floor will not have a card reader as access to the floor is not directly into USPTO space.

D. Badges and Identification

1. For this facility, USPTO requires all employees to have proper identification (government ID badge) to enter the USPTO space. Outside of City of San Jose operating hours (7:30 AM – 5:00 PM weekdays), a City of San Jose badge will be required to enter the outer perimeter of the building at the Fourth Street entrance doors. Employees can use their USPTO government ID badge to access the first floor USPTO lobby entrance, without using a City of San Jose badge.

2. Each employee will be provided with a City of San Jose badge for building perimeter access and a USPTO badge for access to USPTO space.
3. Until employees are issued USPTO permanent badges, USPTO employees will be issued temporary badges that will allow entry to all USPTO spaces on floors 1, 2 and 3.
4. Employees without an USPTO temporary or permanent badge will not be able to access USPTO secured space outside of USPTO security guard hours.

E. Badge replacement

1. Employees who lose their City of San Jose government badges must notify the Regional Manager to obtain a replacement badge. Information on badge replacement will be provided to the Regional Manager for dissemination to the employee.
2. Employees who lose their USPTO badge must inform the Regional Manager and the USPTO Office of Security. The Regional Manager will provide a temporary USPTO badge to access the USPTO space.