

**AGREEMENT BETWEEN THE USPTO AND NTEU, CHAPTER 245 ON THE
TRADEMARK E-COMMERCE LAW OFFICE
PILOT PROGRAM**

This agreement between U.S. Patent & Trademark Office (USPTO or Management or Employer or the Office) and the National Treasury Employees Union, Chapter 245 (NTEU or Union) establishes the terms and conditions for implementing the USPTO Trademark E-Commerce Law Office Pilot Program (Pilot or Program). This agreement incorporates by reference the terms of the Collective Bargaining Agreement or any successor Agreements.

I. Implementation Procedures

- A. The E-Commerce Law Office Pilot Program is designed to encourage the electronic filing of applications, to develop procedures for processing and examining applications filed electronically, to optimize use of technology and to improve pendency. The participants will be substantially dependent upon automated systems accessed via computer.
- B. The E-Commerce Law Office Pilot Program will commence as soon as practicable on or after July 1, 2000, but in any event, no later than October 1, 2000.
- C. It is anticipated that the commencement of the program will include fifty Trademark examining attorneys, divided into two law offices.
- D. The Employer will provide the Union with the names, job titles, grades and series of employees participating in the E-Commerce Law Office Pilot Program within one week of the identification of the employees for participation in the program.
- E. The duration of the Pilot will extend under the terms of this agreement until September 30, 2001. Management reserves the right to terminate the program at any time due to operational needs. Extension, modification or termination of the E-Commerce Law Office Pilot Program will occur only after consultation with the Union. Neither party waives its rights as a result of this provision.

II. Rights and Responsibilities

- A. Introduction of the E-Commerce Law Office Pilot Program will not change the conditions of employment established by past practice, law, rule, regulation, and the Collective Bargaining Agreement, except as modified in the Guidelines. Participants will remain responsible for meeting all performance plan requirements.

- B. Procedures and processes necessary for the functioning of the Pilot will be developed and recommended by the E-Commerce Law Office Pilot Program Partnership Working Group.

III. Program Evaluation

- A. The E-Commerce Working Group will evaluate the progress of the Pilot in February, April and July of 2001. The Working Group will be responsible for recommending on-going improvements based on evaluation.
- B. The decision whether the Pilot will continue or be modified will be made no later than September 30, 2001.
- C. Criteria for assessment of the success of the Pilot will be evaluated by the Working Group. The criteria will include, but not be limited to the following: the extent of the successful leveraging of technology within the Pilot; production rates for examining attorneys within the Pilot; first action pendency within the Pilot; customer satisfaction in relation to the Pilot; and employee satisfaction within the Pilot.
- D. Prior to completion of the Pilot, the parties may meet in partnership to discuss whether to extend and/or modify the Pilot; or to create a permanent e-commerce law office program by adopting the terms of the Pilot or modifying the terms of the Pilot.
- E. Subject to the provisions of Paragraph I.E., until the parties reach agreement at the conclusion of the Pilot, the Pilot remains in effect under the terms of this agreement, unless otherwise modified by the parties.

IV. Distribution and Effect

- A. This document and the guidelines will be disseminated to the NTEU 245 bargaining unit upon the signing of this agreement.
- B. NTEU 245 and the PTO have not waived, and do not waive, any rights by entering into this agreement.

For the PTO:

For NTEU 245:

Meryl Hershkowitz
Chief Negotiator

Howard Friedman
President of NTEU, Chapter 245

Date:

Date: