

**2006 SUPPLEMENTAL AGREEMENT
ON THE
USPTO TRADEMARK WORK AT HOME PROGRAM**

This Supplemental Agreement between the U.S. Patent & Trademark Office (USPTO or Management or Employer or the Office) and the National Treasury Employees Union Chapter 245 (NTEU or Union) is a supplement to the Partnership Agreement on the USPTO Trademark Work At Home Program (TWAH). It establishes the terms and conditions for continuing the TWAH Hoteling Program. The Partnership Agreement on the USPTO Trademark Work At Home Program remains in effect except as modified by this Supplemental Agreement.

I. Implementation Procedures

A. Selection and Eligibility

1. All current TWAH participants will continue to work the majority of their normal workweek at an alternate worksite.
2. Bargaining unit employee participation in the TWAH Hoteling Program is voluntary. Any current TWAH employee may elect to opt out and return to working full time at the USPTO official duty station.
3. Participants must maintain their eligibility by complying with the TWAH Hoteling Program Guidelines.
4. When working at the alternate worksite, examining attorneys must perform trademark examining functions and approved related activities during the same hours, Eastern Standard Time, as employees in the office.
5. Participants will complete a self-certification of the safety of their alternate worksite and update the self-certification if the designated room or location changes.
6. The new language in Section 3.3 and 6.2 of the amended 2006 Hoteling Guideline regarding reapplication eligibility is effective for those participants whose participation in the TWAH program is terminated on or after the date of the signing of this supplemental agreement. Those employees whose participation in the TWAH program ended before the date of the signing of the supplemental agreement are governed by the provisions in the previous Hoteling Guidelines with the understanding that all other eligibility criteria under the amended Section 3.2 must be met.

B. Administration of Program

1. The USPTO TWAH Hoteling Program Participants will be required to work at the official duty station to the extent necessary to meet all TWAH Program and performance requirements, to attend training, to attend meetings, and as otherwise required by management. Additional requirements regarding time and attendance and hours of duty are located in the TWAH Hoteling Program Guidelines, Section 7.
2. The term of this supplemental agreement regarding the program will be two years from the date it is signed by both parties.

C. Physical Facilities

1. The ratio of hoteling space at the official duty station will not exceed ten participants per workstation with a minimum of 3 doubled offices.
2. The hotel workstations will not be permanently assigned to individual attorneys, but rather will be made available through a reservation system on a first-come, first-served basis.

D. Rights and Responsibilities

1. The 2006 edition of TWAH Hoteling Program Guidelines and TWAH Carlyle Hoteling Work Agreement govern participation in the program.
2. Continuation of the Hoteling Program will not change the conditions of employment established by past practice, law, rule, regulation and the Collective Bargaining Agreement.
3. NTEU 245 and the USPTO have not waived and do not waive any rights by supplementing the Trademark Work at Home Partnership Agreement.

E. Distribution of the Agreement

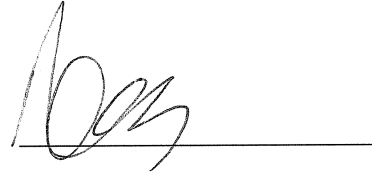
The Employer agrees to provide a copy of this Supplemental Agreement to all NTEU 245 bargaining unit members.

From the USPTO:



Deborah S. Cohn
Deputy Commissioner for Trademark Operations
Date: 10/3/06

From NTEU:



Howard Friedman
President, NTEU, Chapter 245
Date: 9/26/06