

Temporary Extension of TEAPP Operating Procedures

December 7, 2017

This memorandum of understanding (MOU) between the National Treasury Employees Union, Chapter 243 (NTEU 243), the National Treasury Employees Union, Chapter 245 (NTEU 245), and the Patent Office Professional Association (POPA) (collectively unions) and the United States Patent and Trademark Office (USPTO) extends and modifies the procedures currently applicable to employees working under the Telework Enhancement Act Pilot Program (TEAPP) as set out below. It further provides for possible participation by additional employees for the duration of this MOU.

1. **Purpose:** The purpose of this MOU is to provide additional time to see whether Congress and the President will authorize a temporary extension of the authority under the Telework Enhancement Act of 2010 to have a test program whereby employees who have moved away from the USPTO headquarters for their sole convenience waive their right to travel expense reimbursements for travel back to USPTO headquarters. The test program, TEAPP, is set to expire on December 8, 2017.
2. **Extension of TEAPP Operating Procedures:**
 - a. For all employees who are enrolled in TEAPP as of December 8, 2017, the TEAPP Operating Procedures (Operating Procedures) will remain in effect, except for provisions concerning the waiver of travel expense reimbursements as described in section 3, below.
 - b. For employees not enrolled in TEAPP as of December 8, 2017, the Agency will make available a "Gap Agreement" that allows eligible employees to change their duty stations and subscribe to the Operating Procedures, except for provisions concerning the waiver of travel expense reimbursements. See Exhibit A, Gap Agreement.

3. **USPTO Pays for Travel Expenses:** For the duration of this MOU, the USPTO will pay employee travel expenses for mandatory trips back to the USPTO. The Operating Procedures provide additional information about what constitutes a “mandatory trip” and the procedures under which notice of mandatory trips is given.
4. **Right to Relocate:** All participants that have signed agreements to adhere to the Operating Procedures will have the right to relocate as set out in the Operating Procedures so long as the new location meets the requirements for approval as a new alternate work location.
5. **Current Participants—No Need to Reapply:** Any employee who is enrolled in TEAPP as of December 8, 2017 (“current” participants) will not need to reapply for participation under this MOU. This includes those who have been conditionally accepted under Section 8 of the Operating Procedures. Those who have been conditionally accepted and are still in the conditionally accepted status as of the date of this Gap Agreement will start a new 4 month (NTEU 245) or 6 month (NTEU 243) period to meet all criteria to be full participants as set forth in Section 8 of the Operating Procedures. The new period begins on the date this agreement is signed and will expire at the earlier of the expiration of this agreement without a TEAPP extension or the end of the 4 or 6-month period.
6. **New Participants:** For the duration of this MOU, the USPTO will continue to review applications and approve new participants to the program as appropriate under the Operating Procedures. As stated above, these new participants will be required to sign a Gap Agreement that covers the terms of their participation as well as the status of the employees should this MOU expire without an extension of TEAPP authority. Employees who execute the Gap Agreement will be treated the same as current TEAPP participants unless they fail to execute a TEAPP work agreement (Appendix A of the Operating Procedures) within the first thirty days following the implementation of TEAPP as contemplated in paragraphs 7(a) and 8 below. Conditional application periods for participants approved between the date of this agreement and the Gap Deadline will run for the period

specified in the Operating Procedures or the date that this agreement expires without a TEAPP extension, whichever comes first, at which point they must sign a TEAPP work agreement (Appendix A of the Operating Procedures) or lose their conditional approval.

7. **Duration of MOU:** This MOU will expire upon the earlier of:
 - a. An extension of TEAPP becomes law and goes into effect; or
 - b. March 31, 2018 or a later date agreed to by the parties.

8. **If TEAPP is extended as described in 7.a above:** If TEAPP is extended by law and goes into effect with approval of the Government Services Administration (GSA) (as required by the Telework Enhancement Act), the Operating Procedures and prior TEAPP MOUs will continue to apply as if TEAPP never expired. Employees will again be responsible for their own travel costs as set out in the Operating Procedures (including limitations on the number of mandatory trips).

9. **TEAPP Contingency:** If TEAPP is not extended 8 weeks prior to the expiration of this agreement, the parties will begin bilateral predecisional involvement discussions in an effort to address all issues related to the termination of the program.

10. **If TEAPP is not extended by March 31, 2018 as described in 7.b. above:** If TEAPP is not extended by March 31, 2018 or at a later date agreed to by the parties (hereinafter "Gap Deadline"), all employees governed by the Operating Procedures will retain their duty stations as of the Gap Deadline, except as noted in paragraph 6 above. The Operating Procedures will cease to apply the day after the Gap Deadline and each employee's underlying telework agreement will govern his or her telework, except to the extent that the underlying telework agreement requires regular reporting to USPTO headquarters. These employees will not be required to report regularly to USPTO headquarters as long as their duty stations remain elsewhere, including situations where these employees move to other locations outside of the local area of USPTO headquarters in Alexandria Virginia.

<i>Frederick Steckler</i>	12/6/17	<i>Harold Ross</i>	12/6/17
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Frederick Steckler Chief Administrative Officer USPTO	Date	Harold Ross President NTEU 243	Date
 <i>Howard Friedman</i>	 12/6/17	 <i>Pamela Schwartz</i>	 12/6/17
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Howard Friedman President NTEU 245	Date	Pamela Schwartz President POPA	Date