

**50 Mile Radius Agreement and
Provisions Related to the
POPA Hoteling and Telework Programs and IFP**

This Agreement between the U.S. Patent and Trademark Office (USPTO or the Agency) and the Patent Office Professional Association (POPA or Union) contains revisions to the Patents Hoteling Guidelines, the Patents Telework Agreement, the May 21, 2009 Settlement Agreement regarding the Patents Hoteling Program, the November 3, 2009 Memo from Peggy Focarino concerning Patentability Determination and Examiner Hoteling Waiver Period, and the Increased Flexitime Policy. These programs, policies, and agreements remain in effect except as modified by this Agreement, known as the 50 Mile Radius Agreement. The terms of this Agreement supersede the terms of the above listed programs, policies, and agreements to the extent that the terms of this Agreement are inconsistent with the above listed programs, policies, and agreements.

I. New Option for Local Hoteling Participants

- a. Hoteling participants may elect this option by requesting to change their official duty station to their home address, and, if approved, by signing a new Work Agreement indicating that their home address will be their official duty station.
- b. The work agreement will require participants to certify the following statement: "I acknowledge that participation in this option is primarily for my convenience and benefit. As such, any relocations related to my participation in this option are in my own interest and I am not eligible for relocation expenses. Relocations related to my participation include the relocation of my official duty station from the Alexandria Headquarters (also Headquarters) to my residence as well as a relocation of my official duty station back to Headquarters upon my exiting this option or the hoteling program. Further, I acknowledge that my residence is currently within a fifty mile radius from Alexandria (based on paragraph 1 c. of the 50 Mile Radius Agreement between POPA and the USPTO). I further acknowledge that if I plan to relocate my residence to a different location after being approved to participate in this option, I will notify and request approval from my supervisor and the program coordinator. If I move outside the fifty mile radius, my duty station will revert to the Alexandria Headquarters."
- c. Hoteling participants who request this option will be approved so long as they continue to meet all requirements of the PHP and they reside within 50.0 miles of Headquarters as determined by www.gpsvisualizer.com/calculators#distance_address (or a substitute site

provided by management if the site listed above becomes unavailable), with 600 Dulany Street, Alexandria, Virginia, being used as one address and the participant's home address as the other.

- d. Participation in this option will be voluntary.
- e. All program guidelines, policies and rules remain in effect for the participants except as modified by this agreement.
- f. Participation in this option eliminates the requirement to report to Headquarters at least twice per biweek.
- g. Participants are required to report to Headquarters to meet all Program and performance plan requirements, to attend training, to attend meetings, to receive supplies and equipment, to repair or exchange equipment, and as otherwise required by the Agency. Employees may work full days at Headquarters when required to report there for any part of a day. An employee who chooses to work at both Headquarters and his or her official duty station on the same day must mid-day flex to accommodate travel time required for commuting to and from Headquarters. Full days refer to the total number of hours an employee will work on that day minus any approved leave (including credit hours and compensatory time used).¹
- h. Management will endeavor to give employees as much notice as possible of any meeting that they must attend in person. Generally, this will not be less than two days. Absent exigent circumstances, employees will not be required to report to Headquarters on the same day that notice is provided to the employee. When technologically feasible and consistent with the purpose of the meeting, meetings will be held so that employees working remotely can participate via teleconferencing or webcast.
- i. Employees will use time codes provided by management for any mandatory time spent at Headquarters, but they will not use these same codes for time they voluntarily spend at the Headquarters.
- j. Participants will not be reimbursed for any travel or related expenses for trips between their official duty station and Headquarters regardless of whether the trips to Headquarters are mandatory or voluntary. Such trips will not be on duty time.
- k. Participants may work at Headquarters voluntarily except as provided in the program guidelines.
- l. Any changes to the official duty station must be pre-approved by the USPTO. Generally, participants must request approval eight weeks in advance of any

¹ Assumes that no participants are nonexempt under the Fair Labor Standards Act.

move. The USPTO will not be responsible for personal moving costs associated with changes in duty station. Nonproduction time will not be approved for the change in duty station or moving. The Agency will endeavor to process changes in duty station for participants with settlement dates on newly acquired residences promptly when the closing date is less than eight weeks from the time the employee notifies the Agency.

- m. Employees wishing to change their duty station back to Headquarters may do so voluntarily so long as they provide eight weeks notice to the Agency stating that they would like to change their duty station back to Headquarters. The USPTO will process these employee requests for changes in official duty station back to Headquarters for employees who wish to end their participation in this option or the hoteling program as quickly as possible for performance below fully successful.
- n. Employees other than patent examiners (and other patent professionals in a 122X occupation series who are covered by a special pay rate) who select this option may be changing to a duty station outside of the Washington D.C. metropolitan area pay rate. A list of areas within the 50 mile radius of the Alexandria Headquarters, but not covered by Washington D.C. locality pay is attached as appendix A. If the pay of the participant changes as a result of the change in duty station, the amount of FEGLI life insurance will decrease proportionately with the decrease in salary. This paragraph does not currently apply to patent examiners and other patent professionals who receive special pay because the pay rate applies nation-wide, and the current rate exceeds that of the Washington D.C. metropolitan pay rate.
- o. Some duty stations may be outside the participant's health insurance coverage area as well. Employees should check the OPM web site to see whether health insurance coverage is affected. HMO's are the most likely to be affected. In this case, the employee will have up to 60 days to select from plans available in the area of the duty station.

II. Performance below the Fully Successful Level for all Employees

- a. An employee's performance will not affect his or her continued participation in the PHP, PTP, or IFP except as indicated below. Employees participating in the PTP who receive a Written Warning of Unacceptable Performance (written warning) will be permitted to continue to telework one day per week (up to ten hours). If the number of telework hours for PTP participants is increased, employees on written warnings will remain limited to telework one day per week (up to ten hours), absent a specific agreement of the parties to the contrary. PTP employees who successfully complete the written warning period will be permitted to telework up to the agreed

upon limits for the Program. Eligibility requirements to begin these programs are not affected by this agreement except as noted in Section IV b. below.

- b. Bargaining unit members, whether or not they participate in PHP or PTP, who receive a Written Warning of Unacceptable Performance (written warning) will not be required to change their work schedule due to the written warning. Whether the employee's duty station is Headquarters or another approved location, an employee who receives a written warning will be required to commit to be available to receive assistance and training. The assistance may be provided at Headquarters or remotely. The supervisor and the employee will attempt to find an agreeable time for the assistance to be provided. The supervisor, however, retains the right to direct the employee to attend meetings or training, including one-on-one training.
- c. Employees may voluntarily choose to change their official worksite back to the Alexandria headquarters at any time and are encouraged to use their best judgment in returning to the Alexandria headquarters if circumstances at their remote duty station may be a factor for declined performance. Supervisors and employees are encouraged to discuss this option.

III. Hoteling

- a. Section A. *AI*. (6) of the hoteling guidelines is amended to read:
 - 6) To ensure PHP participants possess the legal competencies necessary for working in a hoteling environment, examiners must have:
 - 1. Passed the Certification Exam; or
 - 2. Have Permanent Partial or Full Signatory Authority.

IV. Implementation and Rights

- a. This option will be implemented as of the effective date of this agreement, with revised work agreements being available within seven days on the telework resource page. Employees who have submitted a completed revised work agreement and whose supervisors or designees have verified that the employee's residence is within the 50 mile radius as set out in paragraph 1 c. above need not report to the Headquarters on a recurring basis beginning with the pay period starting on March 14, 2010.
- b. Employees currently on waivers based on a rating of record below the fully successful level may remain on the hoteling program and can apply for this option.

- c. Issues that arise under this program will be discussed by the parties. Changes to this agreement or the Hoteling guidelines, as needed for clarity and to address unanticipated issues, may be made with the consent of both parties.

Signatures

FOR THE USPTO

FOR POPA

Margaret A. Focarino

Margaret A. Focarino
Deputy Commissioner for Patents

Date: 3/9/2010

Robert D. Budens

Robert D. Budens
President, POPA

Date: 9 March 2010

50 Mile Radius Agreement

Appendix A

All of the counties listed below are outside of the Washington D.C. metropolitan pay area but have at least some locations that may be within a 50 mile radius of 600 Dulany Street.

As noted in the 50 Mile Radius Agreement, employees who are not earning special pay will have their pay reduced if they relocate their duty station to one of these counties.

The counties are:

Maryland

Kent

Talbot

Dorchester

Virginia

Caroline