

## Metro Closure Abatement Agreement

This agreement between the United States Patent and Trademark Office (USPTO or Agency) and the Patent Office Professional Association (POPA) is intended to provide relief to USPTO employees for disruptions brought about by the closure of the blue and yellow line stations serving the area of the Alexandria Campus (closure). Because the closure may also lead to significant traffic congestion in the area surrounding the Alexandria Headquarters, the terms of this agreement apply to all employees working at the Alexandria Headquarters or Randolph Square, regardless of their status as Metro riders as long as the employee can explain the adverse effect (or the likelihood of an adverse effect) of the metro closure. Employees must attend all mandatory training or other mandatory on-campus activities (e.g. PaTH), during this period unless remote participation is an option.

As part of this effort, the Agency has decided to waive biweekly reporting requirement to the Alexandria campus for any employee teleworking full time (hotelers); regardless of the telework program. This waiver will run from the pay period beginning May 26, 2019 through the pay period ending September 14, 2019. Reporting requirements to the regional offices have not been waived.

Similarly, changes to work schedule and telework and other flexibilities described below are available only for employees, including part time employees, who work at or report to the Alexandria worksite.

Notwithstanding any term of this agreement, the parties acknowledge the Agency's obligation to maintain service to both external and internal stakeholders.

Based on the above, the parties agree as follows:

1. **Temporary Nature of Agreement:** This agreement will be valid from May 25, 2019 to September 8, 2019 unless metro rail service is restored prior to that date. In the event that service is restored before September 8, 2019, this agreement will end. In the event that Metro announces that the closure will last longer than expected this agreement will remain in effect unless either party decides, following discussions between the parties, to terminate the agreement. In the event of termination, the parties will meet to discuss how to proceed. The parties will meet mid-June to discuss potential changes to this agreement based on feedback from those impacted and supervisors. Upon the expiration of this agreement, all terms of this agreement will

be null and void, with all telework and work schedule conditions being the same as they would have been absent this agreement.

2. **Employee Election to Change Work Schedule to Flexible Schedule:** Employees on fixed schedules (other than those on fixed schedules mandated by the Agency), including 5-4/9 and 4/10 compressed schedules may change to a flexible schedule (flexible 8 hour schedule or IFP/IFS) at any time during the closure. The employee must remain on a flexible schedule if they plan on using additional telework opportunities. Employees may exercise this option at any time during the closure, not just at the beginning of a quarter or other period as set by prior agreement. Employees may continue to change schedules effective at the beginning of each quarter.
3. **Requirement to Change Work Schedule:** Any employee, who by virtue of this agreement is expected to routinely telework two days a week or more, is required to elect the IFP/IFS work schedule for the duration of the closure.
4. **Telework for Employees participating in, or eligible for, a telework program:** Employees must either be participating in (or sign up for) an existing telework program covering their position in order to telework during the closure. Employees ineligible to telework –including those ineligible by law, in positions which the agency has not designated telework-eligible, or not meeting the requirements of a particular telework program - will remain ineligible for telework.
5. **Relaxation of Space Sharing Requirements:** As noted below, employees participating in certain telework programs may be allowed to increase the number of telework days or hours during the closure. Because this expansion is limited to the duration of this agreement, requirements to share space based on the amount of allowed telework will be waived during this period. This provision does not apply to an employee permanently switching between telework programs, or being approved to begin participation in a telework program.
6. **No Provision of Additional Equipment:** As noted below, employees participating in certain telework programs may be allowed to increase the amount of hours and/or days that they may telework during the period covered by this agreement. Unless the USPTO decides to offer SOHO routers to employees participating in the PTP 10, employees taking advantage of the added flexibility will not be provided with any additional equipment to be used at the alternate work site during this period. This provision does not apply to an employee permanently switching telework programs or being approved to begin participation in a telework program.

7. **Employees and Supervisors:** Prior to taking advantage of the below listed flexibilities, employees wishing to take advantage of these flexibilities must request the additional telework from their supervisor. Employees are to have a conversation with their supervisor to ensure an understanding of the potential impact of the Metro shutdown on the employees' commute is understood by both the employee and supervisor.
8. **Supervisory Approval:** When determining whether an employee may telework additional time pursuant to this agreement, supervisors will consider:
- a. Whether the employee's commute is affected by the closure
  - b. Training and mentoring
  - c. Office coverage
  - d. Work load (non-patent examiner)
  - e. The degree to which work activities assigned to the employee can be performed remotely
  - f. The extent to which on line employees can assist with office coverage, including leveraging WebEx and other automated tools to the extent possible.

For non-patent examiners, when flexibilities may not practicably be extended to all requesting employees in a work unit, supervisors will prioritize requests from those employees experiencing the greatest impact and with fewest available alternatives.

9. **Additional Patents Telework Opportunities:** Additional telework opportunities will be provided to employees affected by the closure as described below:
- a. PTP 10 participants will be allowed to telework up to 20 hours per bi-week. Employees may use these hours to work full or partial days (split between the Alexandria Headquarters and the alternate work site) at the alternate work site.
  - b. PTP 20 participants with equipment will be allowed to telework up to 40 hours per bi-week. Employees may use these hours to work full or partial days (split between the Alexandria Headquarters and the alternate work site) at the alternate work site.
  - c. PTP 32 participants will be allowed additional telework up to 80 hours per bi-week. Compensatory time and credit hours worked at the alternate worksite will not count towards the 32 hour cap. If the agreement ends in the middle of a biweek,

participants will be permitted to telework up to 32 hours during the remainder of the biweek.

- d. Program B participants may be allowed to telework additional days and/or hours. Employees may use the additional telework time to work full or partial days (split between Alexandria Headquarters and the alternate work site) at the alternate work site.

Except as noted in paragraph c. above regarding PTP 32, individual programs' rules regarding overtime and compensatory time will remain in effect.

10. **Additional Non-Patents Telework Opportunities**—Basic Principles:

Each component of the Agency must maintain service to both internal and external customers. Additional telework opportunities listed below may be revoked by the Agency if it determines that the level of service provided has diminished due to additional telework provided in accordance with this agreement.

Participants in programs that allow extra telework may be required to adjust telework days based on office needs, with advanced notice at least the day before.

- a. **OCIO:** Teleworking Employees in the OCIO may select an additional day as a routine day for telework. This day must be the same day each week and, as with the current telework days, may only be changed with supervisory approval. For example: Current 1 telework day/week may increase to 2 days/week; Current 2 telework days/week may increase to 3 days/week; Current situational telework may increase to, but not exceed, 1 routine telework day/week total.
- b. **OCFO:** Employees may request additional days under the existing telework programs, but participants are already allowed to telework to the extent that the needs of the office permit.
- c. **PTAB:** Flexibility within current program to add days with supervisory approval.
- d. **OPIA:** Flexibility within current program to add days with supervisory approval.
- e. **OGC:** Flexibility within current program to add days with supervisory approval.

Individual programs' rules regarding overtime and compensatory time will remain in effect.

Signatures



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Andrew Faile  
Deputy Commissioner for  
Patent Operations  
USPTO

5/16/19

Date



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Kathleen Duda  
President  
POPA

5/16/19

Date