

Patent Trial and Appeal Board (PTAB)
Telework Program

A Memorandum of Understanding (MOU) Between the
United States Patent and Trademark Office (USPTO) and the
Patent Office Professional Association (POPA)

March 24, 2022

The parties to this MOU, the USPTO and POPA enter into this agreement to provide a telework program for all POPA Bargaining Unit Members in the PTAB. To that end, the parties agree as follows:

- 1. Program Participation:** All POPA bargaining unit members assigned to PTAB (except detailees) will have the option to participate in the PTAB Telework Program (the Program) for nonbargaining unit employees (including the Administrative Patent Judges) once the Agency is no longer on maximum telework, which has been in place due to the COVID 19 Pandemic. All bargaining unit employees are eligible for any option discussed in the Program.
- 2. Opportunity to Renegotiate:** Either party may reopen this agreement at any time from the date it is approved by the Agency (or the 31 day after signing if neither approved or disapproved) through the second anniversary of the date that the USPTO exits maximum telework. The party wishing to make changes shall first request a meeting with the other party to discuss changes. The parties will continue to meet informally until either party feels that no more progress toward an agreement is likely. If necessary, unresolved proposals will be resolved through the parties' midterm bargaining procedures, except that the party wishing to make the change will present proposals to the other party and bargaining will begin the next full week following the presentation unless the parties agree otherwise.

Signatures

For

Scott Boalick
Chief Judge
PTAB

Date



Kathleen Duda
President
POPA

3/24/2022

Date

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In an effort to support the United States Patent and Trademark Office (“USPTO”) in accomplishing its mission, the Patent Trial and Appeal Board (PTAB) strives to create an efficient, flexible working environment. In accordance with the Telework Enhancement Act and the enterprise-wide policy of the USPTO, all PTAB employees have the option to work at an approved alternate worksite as outlined in this Telework Program (“PTAB Telework Program” or “Telework Program”). This Telework Program supersedes any prior PTAB guidelines concerning the topics below.

Background

This Telework Program is being implemented following an extensive period of the USPTO operating remotely due to the COVID-19 pandemic, and its terms will not become effective until USPTO exits “maximum telework,” the period of time during which employees are permitted or encouraged to telework in excess of the terms of their underlying telework programs.

When this Telework Program becomes effective, should an employee’s circumstances remain disrupted (e.g., a local school system remains closed or a particular mass transit route has not yet resumed), they may request an exception, in writing, to their supervisor as soon as practicable. Supervisors have the discretion to grant exceptions based on the particular circumstances.

I. Provisions Applicable to All PTAB Telework Program Participants

A. Introduction

- 1. Program Overview.** The PTAB Telework Program covers all PTAB non-bargaining unit employees. The PTAB Telework Program allows eligible employees to perform assigned duties at an approved alternate worksite, including their home. The PTAB Telework Program is designed to efficiently and effectively deliver on the mission of PTAB and its customers while providing employees with workplace flexibility. The PTAB Telework Program includes three telework options: situational, routine, and remote. Participation in the PTAB Telework Program is voluntary and will not change the conditions of employment except as specified in these provisions.

Section I of this document is applicable to all PTAB Telework Program participants (“participants”). Section II outlines additional provisions unique to situational telework participants. Section III outlines additional provisions unique to participants who telework part time, including participants in positions eligible for remote (full time) telework and voluntarily choosing to telework part time. Section IV outlines additional provisions applicable to participants who telework remote (full time). Section V outlines provisions for a temporary medical exception applicable to employees who are not otherwise eligible for telework full or part time.

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2. **Definitions.** The following definitions are used for the purposes of the PTAB Telework Program:
- a. **USPTO Office** is defined as the USPTO headquarters in Alexandria, VA, unless otherwise designated as another location.
 - b. **Official Duty Station** is the city/town and state in which an employee's official worksite is located. For purposes of this program, the official duty station will always be in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). An employee's official duty station is the location that is documented on the employee's most recent SF-50, *Notification of Employee Action*.
 - c. **Official Worksite** is the location where an employee regularly performs his or her duties. This may be a USPTO office or an approved primary alternate worksite¹.
 - d. **Alternate Worksite** is an approved telework location. Approval must be sought in advance of use of an Alternate Worksite. A teleworking employee may have both a **primary alternate worksite** (i.e., the principal telework location, likely an employee's home) and one or more **secondary alternate worksites** (e.g., a relative's home, or a vacation or second property). See Section I.D. for alternate worksite requirements.
 - e. **Situational telework** is defined as performing assigned duties at an approved alternate worksite occasionally and on a case-by-case basis (i.e., the employee does not telework on an ongoing and regular telework schedule). Supervisory approval is required each time the employee teleworks. Situational telework may also be referred to as episodic, intermittent, or ad-hoc. A participant's official worksite, and therefore official duty station, will always be the USPTO office. See Section II for situational telework provisions.
 - f. **Routine telework** is defined as performing assigned duties at an approved alternate worksite on an approved ongoing and regular telework schedule. The participant works at both the alternate worksite and at the USPTO office during each bi-week. The number of hours eligible for telework are determined using an 80 hour bi-week. This does not preclude an employee from using work schedule flexibilities to work less than

¹ If an employee is scheduled to report physically at least twice each biweekly pay period to a USPTO office, the USPTO office remains the official worksite, regardless of whether that is the location where the employee performs most of his or her work.

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the number of hours eligible for telework at the approved alternate worksite, so long as the participant is working at the USPTO office in accordance with the expected number of hours defined in the position eligibility. A participant's official worksite, and his/her official duty station, will always be the USPTO office. See Section III for routine telework provisions.

- g. Remote Work** is defined as performing assigned duties at an approved alternate worksite full-time without a requirement to routinely report to the USPTO office. A remote telework participant decides, for their own convenience, to change their official duty station (and therefore official worksite) from the USPTO office to the city/town and state of their primary alternate worksite (e.g., the participant's home) thereby eliminating the need to report to the office on a bi-weekly basis.² See Section IV for remote telework provisions.
- h. Telework Enhancement Act Program (TEAP)** is a remote telework option that allows participants who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their official duty station from the USPTO office to the city/town and state of their approved telework location (e.g., the participant's home). The participant must travel to the USPTO office for a minimal number of mandatory trips when directed by the USPTO, and TEAP permits the participant to waive their right to travel expenses for the minimal number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). See separate TEAP telework policy, see Appendix B.

B. Eligibility

- 1. Activities Suitable for Telework.** Positions generally eligible for telework are those positions with a sufficient volume of tasks that are suitable to be performed at an alternate worksite. Examples of the type of work that cannot be performed at an alternate worksite and will therefore limit eligibility for telework include:

 - a. Activities that require physical face-to-face personal contacts;
 - b. Activities that are restricted to a certain location;
 - c. Intake or distribution of postal mail or otherwise working with paper-based documentation not maintained in electronic format that are not portable and must not be duplicated.

² If an employee teleworks and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week. [See [Section III.A.2.](#)]

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- d. Hands-on contact with machinery, equipment, vehicles, or files; and
 - e. Direct handling of classified or other secure materials that are not appropriate to access remotely.
2. **Position Eligibility.** The number of hours a position is eligible to telework will be determined by evaluating the daily volume of tasks that are suitable to be performed at an alternate worksite and the daily volume of tasks that must be performed at the USPTO office. The eligibility of each position will be determined by the Board Executive in consultation with the Chief Judge and Deputy Chief Judge.

There are four possible outcomes for each position's eligibility determination, based on an 80 hour bi-week :

- Not eligible for telework: the position's duties can only effectively be performed at the USPTO office.
- Situational: The position's duties are typically only able to be effectively performed at the USPTO office, but occasionally, the employee's duties and office's needs are capable of being modified on a case-by-case basis to support non-routine performance of duties at an approved alternate worksite.
- Routine Telework:³
 - Full-time office telework: the position's duties and the office's needs are suitable for allowing 40 hours or less of telework per bi-week.
 - Office Sharing telework: the position's duties and the office's needs are suitable for allowing more than 40 and up to 68 hours per bi-week of telework.
 - Unassigned Office telework: the position's duties and the office's needs are suitable for allowing between 68 and 79.5 hours per bi-week of telework.

³ These programs are consistent with PTAB's prior policies and are not meant to conflict with IFP.

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- Remote Telework:
 - 50 Mile Program: the position’s duties, and the USPTO’s needs, are suitable for allowing full-time remote telework.⁴ If an employee who lives within 50-miles of the USPTO office chooses this option, their approved alternate worksite becomes their official duty station and they are not required to report to the USPTO office on a regular basis.
 - TEAP: the position’s duties, and USPTO’s needs, are suitable for allowing full-time remote telework greater than 50 miles from the USPTO office. Assigned duties can be performed at the alternate worksite in all but a few instances per year with sufficient notice given to the participant to return to the USPTO office. See TEAP telework policy, Appendix B.
- 3. **Length of Service.** New employees, regardless of position, must demonstrate that they are proficient in carrying out the duties of their position before they become eligible for telework. Eligibility under this criterion will be reviewed and determined on a case-by-case basis as determined by the immediate supervisor in accordance with general PTAB guidance. In case of conflict, final eligibility determination will rest with the appropriate PTAB Executive. However, nothing in this Telework Program will prevent PTAB from determining that “virtual onboarding,” situational telework, routine telework, or remote telework from the beginning of employment is appropriate for a specific position.
- 4. **Review of Positions for Eligibility.** The Chief Judge, in consultation with the PTAB Telework Program Manager, may review positions to determine each position’s eligibility for telework. PTAB employees will be notified of any changes made to position eligibility at least two bi-weeks prior to the changes going into effect.
- 5. **Position Changes.** Employees joining PTAB from another USPTO position will be required to apply for participation in the PTAB Telework Program, subject to their new position’s eligibility determination. Employees moving from one PTAB position to another PTAB position are not required to reapply to the PTAB Telework Program, but may be required to adjust their selected option based on their new position’s eligibility and/or the office’s needs. The employee must discuss their work schedule, telework schedule, the assigned duties to be performed at the approved alternate worksite, and agreed-upon methods for

⁴ If an employee teleworks full-time and maintains the USPTO office as their official duty station, they are participating in routine telework and must report to the USPTO office at least two times per bi-week to meet the recurring reporting requirement. [See [Section III.A.2.](#)]

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communication and collaboration with their new position's supervisor. The participant's supervisor will have final approval authority for the particulars of a participant's telework schedule; i.e., which day(s) of the week the participant reports to the USPTO office, and the hours to be generally worked at the USPTO office or approved alternate worksite (to ensure that customer and Office needs are met).

6. **Statutory Eligibility.** An employee is not eligible to participate in the PTAB Telework Program if they: 1) have been officially disciplined for being absent without permission for more than five days in any calendar year, or 2) have been officially disciplined for violations of subpart G of the [Standards of Ethical Conduct of Employees of the Executive Branch](#) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

C. Application

1. **Request.** Following a position eligibility determination, employees in eligible positions may determine whether to participate in the PTAB Telework Program and, if so, under which permitted program option.

As described in C.2, below, employees wishing to participate in the PTAB Telework Program will submit a request through USPTO's Enterprise Telework Information System (ETIS), specifying the preferred telework program. Subject to availability of office space, full-time office assignments will be made as follows:

- *Situational:* Participants in this option generally report to their assigned USPTO office full-time, but are authorized to occasionally telework, up to the maximum number of hours per bi-week for which their position is eligible, as the applicable duties and/or circumstances make desirable.
- *Routine: Full-time office telework.* Participants in this option report to the USPTO office for at least 40 hours per bi-week. When at the USPTO office, a participant will use their unshared, designated office.
- *Routine: Office Sharing telework.* Participants in this option report to the USPTO at least 12 hours per bi-week. When at the USPTO office, a participant will use a shared office, with the office's other occupant being another Office Sharing participant such that the office is only occupied by one employee at a time.
- *Routine: Unassigned Office Telework.* Participants in this option report to the USPTO office at least two times per bi-week for a minimum of 15 minutes at each occurrence on a schedule of their choosing. Participants will not be assigned a

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designated USPTO office and, when at the USPTO office to meet the minimum reporting requirement, a participant will use temporary or “hoteling” office space.

- *Remote: 50-Mile.* Participants in this option elect to designate their approved alternate worksite within 50 miles of the USPTO office as their official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a participant will use temporary or “hoteling” office space.
- *Remote: TEAP.* Participants in this option elect to designate their approved alternate worksite greater than 50 miles from the USPTO office as the participant’s official worksite and official duty station. The participant has no routine reporting requirement to the USPTO office. The participant is responsible for paying for no more than one mandatory trip to the office per fiscal year. The participant will relinquish their USPTO designated office and, when occasionally at the USPTO office, a participant will use temporary or “hoteling” office space. See TEAP telework policy, Appendix B.
- **PTAB Telework Program for Lead Judges:** For management flexibility, Lead Judges may be assigned a full-time office and are eligible to telework up to 80 hours per pay period. A Lead Judge must otherwise observe the rules of their selected telework level.

2. **Requirements.** All PTAB employees who wish to participate in the PTAB Telework Program must meet, complete, and maintain the following requirements. Additional information on each item is located at the referenced section of these provisions.
 - a. Be in an eligible position.
 - b. Read the PTAB Telework Program Terms and Conditions (this document).
 - c. Hold a conversation with immediate supervisor to discuss alternate worksite options, telework and work schedule, the assigned duties to be performed at the approved alternate worksite, and agreed-upon methods for communication and collaboration.
 - d. If applying for a remote telework option, complete the Office of Human Resources (OHR) procedures to change the official duty station (e.g., HRConnect and EPP).
 - e. Identify an alternate worksite.

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- f. Review that the alternate worksite(s) meets safety and security guidelines located on the USPTO Telework Resources intranet site.
 - g. Secure approved internet service.
 - h. Complete all required telework training and submit certificate(s) to supervisor and the PTAB Telework Program Coordinator.
 - i. If teleworking more than 40 and up to 68 hours per bi-week, and required to share an office, coordinate office-sharing arrangement with immediate supervisor.
 - j. If teleworking more than 68 hours per bi-week, which requires a participant to relinquish their office, discuss how to reserve a temporary or “hoteling” office.
 - k. Submit an application for telework through ETIS.
 - i. If on-boarding as a new employee with the USPTO, complete a temporary telework agreement before teleworking. New employee information is loaded into ETIS approximately three weeks after an employee’s start date. The temporary agreement must be replaced by a permanent application and agreement through ETIS within two months after the employee’s start date.
 - l. Request and receive telework equipment. The universal laptop and SecurID are the minimum equipment required to begin teleworking.
 - m. If on-boarding as a new employee with the USPTO virtually, the employee should make an appointment with the USPTO Security Center to obtain a Personal Identity Verification (PIV) card within two (2) months of the employee’s start date.
3. **Approval.** It is emphasized that participation in telework is a privilege, not a right. This privilege may be rescinded by the Chief Judge or Telework Program Manager. Additionally, business needs will dictate the maximum level of telework in which employees may participate.

Decisions to grant or deny telework requests will be made by the employee’s first-line supervisor and will be based on whether the position is eligible, whether the employee meets the requirements to participate in the PTAB Telework Program, and whether the employee’s request is otherwise consistent with the provisions of the PTAB Telework Program. The telework program available to each employee will be based on the employee’s position.

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Decisions on requests to grant or deny a telework request will be made promptly, generally within one week of submission of the request. Decisions to grant will include the telework program authorized. Decisions to deny will include the reason for full or partial denial. An employee may appeal a decision to deny to their second level supervisor with a copy to the PTAB Telework Program Coordinator.

Employees approved to telework who are not already teleworking or onboarding virtually will be authorized to begin telework the first full pay period after completing the required training and receiving the minimum amount of equipment to telework. The immediate supervisor may permit teleworking sooner at their discretion.

4. **Telework Agreement.** All participants must have an approved telework agreement, denoting the telework option selected, incorporating that the alternate worksite(s) comply with safety guidelines, and signed by the employee and supervisor to begin telework. These documents will be completed when applying for telework through ETIS. Participants who opt for remote (full time) telework are required to change their duty station and must acknowledge that (a) they will not be reimbursed for any travel costs related to trips between their approved alternate worksite and the USPTO office, and (b) a duty station change could impact pay and benefits.

The participant's individual telework agreement will document the terms and conditions of participation in the telework program, including the telework option selected, the location of the participant's official worksite and alternate worksite(s), and an alternate contact number for the participant.

5. **Equipment Deployment.** All participants must receive their designated equipment before teleworking. The PTAB Telework Program Coordinator shall work with participants and their supervisors to ensure that participants receive the requisite equipment.
6. **Training.** All participants teleworking for the first time must complete telework training before an employee is permitted to telework. If on-boarding as a new employee with the USPTO virtually, training should be completed no later than two weeks after the employee's start date. The employee may contact the Telework Coordinator for assistance in locating the training. Managers should also complete [Manager Training: Telework Effectiveness](#). The USPTO will ensure that such training is made available promptly to all participants whose requests to telework are approved.
7. **Telework Agreement Updates.** Participants will use ETIS to update their telework agreement when participant telework information changes and annually for recertification, including that the participant reviewed the safety guidelines for alternate worksite(s). The

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USPTO will remind all participants of the recertification requirement annually. The safety guidelines are posted on the [Telework Program Office](#) website. Participants are responsible for updating the ETIS to ensure the Program option and address(es) of the alternate worksite(s) are accurate at all times.

8. **Participant Telework Program Changes.** The participant's telework schedule should reflect the program option selected in ETIS and recoded on the telework agreement. If a participant is regularly teleworking or working in the office on a schedule different than the program option selected, the participant or the supervisor should initiate a conversation about modifying the telework program option using the procedures outlined in Section I.C.9, below.
9. **Modifications.** Participants will notify their supervisor and the PTAB Telework Program coordinator via email at least 2 weeks in advance of changing status from routine telework to remote (full time) or withdrawing from the PTAB Telework Program; and 4 weeks in advance of changing status from remote (full time) to routine telework.

D. Worksites

1. **Locations.** Participants will designate a primary alternate worksite as the location where hours will be worked while not at the USPTO office. If a participant desires, they may designate an additional location as a secondary alternate worksite. All alternate worksites must be located in the fifty (50) states of the United States, the District of Columbia, or Puerto Rico. The designation of a participant's official worksite is dependent on the designation of a participant's official duty station, as follows:
 - a. A situational telework participant's official worksite is the USPTO office.
 - b. A routine telework participant's (Full-time Office Telework, Office Sharing Telework, or Temporary Office Telework) official worksite is the USPTO office.
 - c. A remote telework participant's (i.e., 50-mile, or TEAP option) official worksite is their primary alternate worksite (home or other approved telework location) because the participant has changed their official duty station to the city/town and state of their primary alternate worksite.
2. **Alternate worksites.** An alternate worksite may be the participant's home or other approved appropriate location. Alternate worksites must be located in the United States (currently defined as the 50 United States, the District of Columbia, and Puerto Rico). The participant must designate a room or location in their worksite for placement and use of the

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equipment provided for the Telework Program. Participants are responsible for purchasing and maintaining all office furniture at the alternate worksite.

Participants are responsible for ensuring compliance with all local laws or rules governing an office in their home. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and connection services (e.g., complaint internet service) for the PTAB Telework Program.

Participants are responsible for any utility cost, cooling, heating, and lighting at the alternate worksite. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical connections in the alternate worksite up to the required standards.

3. **Secondary Alternate Worksites.** Secondary alternate worksites are subject to the rules in the prior paragraph. Participants must request approval to work at a secondary alternate worksite through ETIS prior to working from that location. Requests must include: name, reason for request, address of the secondary alternate worksite, and expected duration. Prior to submitting a request, participants should ensure that privacy, security, and safety requirements will be met

Requests are not necessary for each use of a secondary alternate worksite once the secondary alternate worksite is approved through ETIS. However, the participant must communicate the routine and recurring schedule with their immediate supervisor.

The amount of time spent working at the secondary alternate worksite cannot exceed 6 months in any 12-month period. Employees must track their time at alternate worksites; if the intended stay at any secondary alternate worksite exceeds 6 months in a 12-month period, then the participant must make an address change. Participants also must work with their immediate supervisor to ensure a Personnel Action Request (PAR) to change the duty station is initiated in the designated human resources system.

A participant whose official worksite is at the USPTO office will generally not be permitted to work at a secondary alternate worksite that is outside of a 50-mile radius of their USPTO office for a full bi-week or more at a time, unless the participant reports to the USPTO office at least two times per bi-week, meets one of the exceptions in [5 C.F.R. § 531.605\(d\)\(2\)](#), or has been granted a temporary exception.

4. **Transporting Equipment.** When a participant has been approved to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternative worksites. The participant is also responsible for determining the

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equipment necessary to successfully perform their official duties at the secondary alternate worksite. A participant will only be issued one set of telework equipment in accordance with the standards.

5. **Safety Guidelines.** All participants will review the alternate worksite(s) safety and security guidelines located on the USPTO Telework Resources intranet site.
6. **Security.** Alternate worksites, whether primary or secondary, must meet security and privacy requirements, including those established and occasionally updated by OCIO regarding IT security. Participants are not permitted to work in a public area, e.g., a coffee shop, an airport terminal, or outside in a park.
7. **Inspection.** The participant will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00 AM to 5:00 PM, Monday-Friday (excluding holidays) upon two business days' notice to the participant. Accessing the alternate worksite will be for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property or to investigate an accident or a worker's compensation claim or to investigate other work related or safety problems arising from the administration of the Telework Program. The parties may mutually agree to a time outside of these hours.

E. Equipment, Tools, and Supplies

1. **Standard Equipment.** Participants will be provided with a standard suite of equipment necessary to perform official assigned duties remotely at the approved primary alternate worksite. A participant may decline deployment of equipment if they deem it is not necessary to productively perform official assigned duties at the approved alternate worksite (e.g., no printer, one monitor instead of two, etc.). Standard equipment includes the following:
 - a. Situational telework: A universal laptop, docking station, one (1) monitor, webcam, telephone headset, keyboard, mouse, speakers, cables, and other related peripherals. The Telework Program Coordinator may approve issuing a printer, a second monitor, SOHO router, CISCO telephone, FOB, and/or fingerprint reader based on availability.
 - b. Full-time Office Telework: A universal laptop, docking station, two (2) monitor, webcam, telephone headset, keyboard, mouse, speakers, cables, and other related peripherals. The Telework Program Coordinator may approve issuing a printer, a second monitor, SOHO router, CISCO telephone, FOB, and/or fingerprint reader based on availability.

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- c. All other telework programs: A universal laptop, docking station, two (2) monitors, webcam, printer, SOHO router, telephone headset or CISCO telephone, keyboard, mouse, speakers, cables, FOB, fingerprint reader, and other related peripherals.
- d. Additional equipment: A participant may request and obtain additional equipment if required by the employee's work. Participants should make requests for additional equipment in writing to their direct supervisor.

To ensure a seamless customer experience, participants are required to use USPTO-assigned phone numbers for Agency-related communications. Personal phones, including forwarding calls received through the USPTO Cisco phone system to a personal phone, should not be used unless USPTO equipment is not functioning properly.

Participants should consult with the Telework Coordinator and their supervisor before transporting any USPTO equipment from the primary alternate worksite to a secondary alternate worksite.

2. **Internet Service.**

- a. **Requirements.** All participants must have high-speed broadband Internet service such as cable or fiber optic that meets USPTO's [virtual private network \(VPN\) connection requirements](#) at all alternate worksites. Wired connectivity is recommended. Employees may choose to work either wired or wirelessly, but must be able to connect with a wired connection as needed to improve connectivity or upon OCIO request (e.g., in responding to a service request or to facilitate updates).

The USPTO will establish and periodically revise requirements for high-speed broadband internet access consistent with operational requirements for remote access.

- b. **Internet Service Provider (ISP) Reimbursement.** Participants who telework full-time and have relinquished their USPTO office are eligible for ISP cost reimbursement for internet service at their approved alternate worksite(s) in accordance with the USPTO ISP Reimbursement Policy. Contact your PTAB Telework Coordinator for further details.

3. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's [Time and Attendance Tools, Communication, and Collaboration \(TACC\) Policy](#), or any policy that supersedes it. Collaboration tools include, but are not limited to: instant messaging and chat; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator.

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4. **IT Security.** Participants are responsible for the security of Federal government property, information, and information systems at all alternate worksites. If not properly implemented, telework may introduce vulnerabilities into USPTO systems and networks. To prevent security incidents, participants are required to protect information and information systems commensurate with risk and complete the annual USPTO mandatory IT Security Awareness Training. Participants are to comply with all security related USPTO policies including the USPTO Rules of the Road.

Information associated with official business should be stored in controlled, accessible, and safeguarded locations. Participants should store information in places that are adequately accessible to others (with a need to know) and backed up (e.g., shared drives, SharePoint) and refrain from desktop storage. Participants will not store USPTO information on personal devices or accounts.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible while teleworking. The federally approved methods of destructions are burning, pulverizing, and shredding, via a General Services Administration (GSA) approved cross-cut shredder. Most home or non-industrial shredders do not meet GSA's requirement; therefore, these paper files must be stored in a locked drawer or room until employees and contractors can return to campus and utilize GSA-approved shredders. Please email CUI@uspto.gov with any questions related to properly disposing of records.

- a. Care must be taken to ensure records subject to the Privacy Act (5 U.S.C. § 552a, Records Maintained on Individuals) and sensitive but non-classified data are not disclosed to anyone except those who have authorized access to perform their duties. Participants should refer to the Rules of the Road.
- b. Participants are responsible and liable for the security of all official information, protection of any government furnished equipment and property, and the execution of the mission of the USPTO at the approved alternate worksite in accordance with existing USPTO and DOC policies.
- c. Any USPTO owned equipment is for official use only. Use of the equipment for private purposes is prohibited except as permitted by the USPTO Rules of the Road. Family members and friends of Participants are not authorized to use any government furnished equipment.
- d. Participants are to comply with all security related USPTO policies including the USPTO Rules of the Road. These policies may be found on the USPTO intranet website.

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5. **USPTO Equipment Failures.** Participants are to contact the USPTO Service Desk to report Agency-provided equipment or software failures or problems, including connecting via the VPN, as soon as they are discovered and follow the procedures provided by the Service Desk. In the event that VPN or Agency provided equipment problems (including USPTO power outages) prohibit working at an alternate worksite, the participant must notify their immediate supervisor. The participant may consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite and determine how to record time.

6. **Ownership and Maintenance.** USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO equipment and materials only. Equipment provided by the Agency will be serviced and maintained by the Agency.

7. **Safeguarding Assets.** All participants are responsible for reasonably safeguarding and protecting government issued equipment. The accountability and security of IT resources extends to your alternate worksite(s), residence, other approved telework location, and/or other areas in which you use, travel with, and store the equipment. When a participant chooses to work at a secondary alternate worksite they are responsible for safely and securely transporting equipment to and from the alternate worksites. Reasonable safeguards must be consistently exercised to ensure that government property is not vulnerable to any negligence or potential criminal activity. When a participant is assigned a piece of equipment, including the Universal Laptop, the participant is responsible for reasonable safeguards of its physical safety, as well as the data stored on it. Suggestions for safeguarding equipment and procedures for reporting lost, stolen, or damaged equipment are available on the [USPTO's Asset Management intranet page](#).

Participants will provide property custodians with all information requested to inventory assets and will provide timely notice of equipment changes and reports.

8. **Returning Equipment.** Any equipment provided to the participant for use at the alternate worksite(s) should be returned to the Agency generally within five business days from the end of the participant's participation in the Program, unless exigent circumstances exist. Any equipment that was deployed to the participant and is not needed to perform official duties should be returned as soon as the participant deems the equipment as unnecessary.

A participant returning equipment must notify the Telework Coordinator to facilitate the return.

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The USPTO may require return or exchange of USPTO provided equipment. Except for remote telework participants enrolled in the TEAP, participants may be required to report to the USPTO office to receive equipment or to repair or exchange equipment. See TEAP telework policy, Appendix B.

9. **Supplies.** Remote (full time) and Routine telework participants must obtain paper, toner, and other small office supplies at the USPTO office. As a general matter, these items will not be mailed to the participants. For TEAP employees, see Appendix B.

F. Collaboration

1. **Engagement.** To facilitate collaboration and successful interactive relationships, participants should align work hours with other colleagues and clients whenever possible and leverage collaboration tools to stay connected. Participants are encouraged to upload a workplace appropriate picture of themselves in USPTO collaboration tools so that colleagues and customers can associate names and faces.
2. **Collaboration Tools.** Participants must use USPTO collaboration tools in accordance with the USPTO's Time and Attendance Tools, Communication, and Collaboration (TACC) Policy, or any policy that supersedes it. Collaboration tools include, but are not limited, to instant messaging; document/desktop sharing and whiteboard features; virtual meeting tools; video communication and conferencing equipment; and presence indicator. Employees may be required to use their video communication tools (i.e., camera) for specific meetings when requested to do so.
3. **Availability.** Participants are expected to provide customer service to customers, supervisors, and colleagues by being accessible and available by telephone and email during working hours to the same degree as when they are at the USPTO office.
 - a. All employees working at alternate work locations must frequently check their USPTO email and voicemail accounts. This requirement means that employees must check these accounts several times during the work day to ensure that important information from PTAB management, Judges, Patent Attorneys, 1st Line Reports, and other PTAB and USPTO employees is received and responded to in a timely manner.

G. Schedules and Time and Attendance

1. **Work Schedules.** All program participants must elect to work the Increased Flexitime Program (IFP) work schedule. Participants must post a reasonable approximation of their work schedule and location ("on campus" or "teleworking") in Microsoft Teams, or its

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successor, in accordance with the USPTO's Time and Attendance Tools, Communication, and Collaboration (TACC) Policy, or any policy that supersedes it.

- a. For participants whose essential functions include duties that must be performed at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions. Employees may not use IFP flexibilities to regularly avoid any in-office requirements.
2. **Timesheets.** Participants will use the “Telework Home” transaction code with the appropriate PPA codes to indicate in the time and attendance system which days were worked at the alternate worksite(s) and the number of hours worked at the USPTO office and alternate worksite(s) each day.
3. **Holidays.** Participants working at the alternate worksite will generally be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management. Early dismissal of USPTO employees or closure of the USPTO office for non-emergency conditions, such as on the day prior to a Federal holiday, will be granted to participants working at an alternate worksite.
4. **Overtime, Credit Hours, and Compensatory Time.** Overtime, Credit hours, and Compensatory time may be worked at approved alternate worksites so long as the time has been approved by the participant’s supervisor prior to working the additional hours and is otherwise allowed according to applicable law, regulation, and policy.
5. **Leave.** All forms of approved leave, including compensatory time, may be used on days on which the participant is scheduled to work at the USPTO office. Leave, however, may not be used on a regular basis to avoid working at the USPTO office on a non-telework day or to avoid meeting an unassigned office teleworker’s twice per bi-week reporting requirement, as applicable.
6. **Multiple Locations.** A participant may work at the USPTO office and their approved alternate worksite(s) on the same day, and the hours teleworked will count toward the employee’s telework hours for the bi-week. A participant who chooses to work at multiple locations on the same day must notify their immediate supervisor and comply with the requirements of the policy on communication and collaboration with respect to posting work hours (to include time zone, if outside of Eastern Time zone) regardless of where they

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work. Participants must mid-day flex (if on IFP/S) or take leave to accommodate travel time required for commuting to and from the various work sites.

7. **Inability to Work at an Alternate worksite.** If an employee is prevented from working at an alternate worksite for reasons other than inclement weather (e.g., non-weather related power or internet outage at the alternate worksite or lack of dependent care), the participant must either (1) report to the USPTO office to perform official duties if not a TEAP participant, (2) obtain approval to work at a secondary alternate worksite, (3) if on IFP/S, change their work schedule by reducing the number of hours worked on that day, or (4) request appropriate leave, at the participant's option. If able to work, the participant may also consult with their immediate supervisor to determine if there is non-equipment related work available at the alternate worksite. The participant will not be reimbursed for any travel or related expenses for commuting between their alternate worksite(s) and the USPTO office and all trips will not be on duty time

H. In-person Events

1. **Virtual First.** When technology is available, and consistent with the purpose of the event, meetings will be held so that participants working remotely can participate fully via video conference.
2. **Mandatory Attendance.** Participants may be required to report to a USPTO office by a supervisor or PTAB Executive to attend training, meetings, or for any other business purpose. Participants will be given as much notice as possible of any meeting that they must attend in person. Generally, this advance notice will not be less than two business days. Absent exigent circumstances, participants will not be required to report to the USPTO office on the same day that notice is provided to the participant.

All decisions to hold mandatory, in-person meetings will be approved by the Chief Judge.

I. Changes to Operating Status and Unscheduled Telework (e.g., Inclement Weather)

1. **Office Closures, Early Departures and Delayed Arrivals Due to Weather or Safety Events.** When a foreseeable weather or safety event causes the agency to close or authorize late arrival or early departure, any employee with a signed telework agreement (i.e., a Telework Program participant) must be prepared to telework, flex around the full or partial closure, and/or take leave. Except as provided below, no employee with a signed telework agreement of any type (regular, situational, etc.) may receive Weather and Safety leave,

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regardless of whether the employee was scheduled to telework that day. In order to telework during a weather or safety event, PTAB employees must have their Universal Laptop at their approved alternate worksite. Unscheduled telework due to a closure, early dismissal, or delayed arrival due to weather or safety events will not count against the allowable telework hours provided by this Telework Program.

If physical conditions affect the approved alternate worksite in a way that limits the employee's ability to perform their duties (e.g., power or internet outages), the employee may request Weather and Safety administrative leave or to work at an alternate worksite. Participants may telework at an approved alternate worksite where there are dependents or others. However, for any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care. If dependent care prohibits the ability to perform telework for some portion of the work day during an office closure, early dismissal or delayed arrival, an employee may use a combination of flexing, telework and unscheduled leave, with supervisory approval, to meet any dependent care needs and still accomplish work.

Weather and Safety leave may be available to a PTAB Telework Program participant if the participant was not prepared to telework at their approved alternate worksite because either (1) the weather or safety event that caused the agency to close or authorize late arrival or early departure was not foreseeable or (2) reasonable circumstances prevented the employee from preparing to telework (e.g., the participant had been on leave until the day of the weather event, and the participant was not able to obtain their laptop before the weather or safety event).

2. **Unscheduled Leave or Unscheduled Telework.** In the event OPM or USPTO declares that Federal agencies are **open** for the entire day with the option for "unscheduled leave or unscheduled telework," PTAB Telework Program participants may report to the USPTO office, telework on a non-telework day (if consistent with the employee's work obligations), take unscheduled annual leave, or use a combination of work and annual leave to account for all of the regularly scheduled hours of the workday. A decision to telework on a day in which unscheduled telework is allowed will not count against the allowable telework hours provided by this PTAB Telework Program.

J. Performance Management.

Participants are expected to perform assigned duties and responsibilities at an approved alternate worksite. It is important that any approved alternate worksite be free from distractions that would impair a participant's ability to perform official duties and provide the same time and level of attention to the work product as is available at the USPTO office.

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Participants will have their performance evaluated under the criteria set out in their performance appraisal plan. Participants are responsible for ensuring that sufficient work is available to perform at the approved alternate worksite. Participants shall provide details of work planned or accomplished upon the request of their supervisor.

Remote and routine telework participants are in the best position to know whether they have sufficient work for a telework day. If the employee lacks sufficient work for a telework day, the employee should consult with the supervisor to see if there is additional work that can be done at the alternate worksite. If there is not enough work that can be done at the alternate worksite, the employee must work at the USPTO office or use leave to cover the hours for which there is no work. Participants shall provide details of work accomplished upon the request of their supervisor.

Participants who are on a Performance Improvement Plan (PIP) will not be required to change their telework schedule due to the PIP. Whether the participant's official duty station is the USPTO office or an approved primary alternate worksite, a participant who is on a PIP will be required to commit to be available to receive assistance and training. The assistance may be provided at the USPTO office or virtually. The supervisor and the participant will attempt to find an agreeable time for the assistance to be provided. The supervisor, however, retains the right to direct the participant to attend meetings or training at the USPTO office, including for one-on-one training.

K. Miscellaneous Provisions.

1. **Dependent Care.** No telework arrangement is authorized which allows the participant to provide care to any individual during work hours. Participants shall have dependent care arrangements so that the participant's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the participant teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
2. **Transit Subsidy.** Participants continue to remain eligible for transit subsidies as set forth in the [USPTO Public Transit Subsidy Program](#).
3. **FECA and Alternate Worksite Injury.** Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of actually performing official duties at an approved alternate worksite. In order for a participant to be able to file a claim for worker's compensation, the participant who has an accident or injury while working at an approved alternate worksite must notify their immediate supervisor and report the

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accident or injury to a designated USPTO official in accordance with FECA requirements. Upon notification, the USPTO may investigate any reported accidents and injuries.

4. **Property Liability.** The USPTO will not be liable for damages to a participant's personal or real property during the course of performing official duties or while using Government equipment in the participant's residence, except to the extent the Government is held liable by the Federal Tort Claims Act, claims arising under the Military Employee and Civilian Employee Claims Act, or other laws.
5. **Protecting Records.** Participants will apply approved safeguards to protect Agency records from unauthorized access, disclosure, or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at 5 U.S.C. § 552a.

Participants are required to use electronic versions of documents and data whenever practical. When this is not practical, and solely for the purposes of this PTAB Telework Program, participants will be permitted to remove USPTO copies of documents from the USPTO office in order to perform their officially assigned duties at the approved alternate worksite, unless such files have been identified by management as being inappropriate for removal from the office. The participant is responsible for the transportation and safeguarding of the documents and files to and from the approved alternate worksite. No patent applications under secrecy orders or containing national security markings are authorized for transportation to the approved alternate worksite. Employees must keep in confidence patent applications and information therein in accordance with [35 U.S.C. § 122](#).

When the USPTO has an unusual need for a document or file or other information that is located at the alternate worksite, the participant may be directed to provide the requested document, file or other information to the USPTO office within one business day by delivery means determined by the Agency. An unusual need is one that does not occur on a regular basis and cannot wait for the participant's scheduled return to the USPTO office or be resolved through other means.

6. **Personal Information.** Agency personnel will not divulge the addresses and private home or mobile telephone numbers of participants to the public or any other USPTO personnel who have no need to know such information.
7. **Termination of Participation.** PTAB may terminate or suspend the participation in the PTAB Telework Program of any employee who fails to comply with these terms, or as necessary to accomplish the mission of PTAB and the USPTO. Additionally, supervisors may temporarily

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restrict or suspend an employee's participation in the PTAB Telework Program if they find it necessary to meet operational needs.

II. Provisions Applicable to Only Situational Telework Participants

- A. Requesting Situational Telework.** A situational telework participant is expected to perform their assigned duties at the USPTO office regularly. Situational telework must be requested in advance and approved by the immediate supervisor. Requests for situational telework must include the dates the participant will telework and the work that will be performed at the alternate worksite on those dates.

Participants currently teleworking situationally in a position that is eligible for routine or remote telework who would like to move to routine or remote telework must modify their telework application and follow the application procedures in ([Section I.C.7 and I.C.8](#)). Additional information on routine telework may be found at Section III and additional information on remote telework may be found at [Section IV](#).

- B. Offices.** Participants selecting a situational telework program option will retain their status quo office.
- C. Part Time Employees.** Part-time employees who encumber a position eligible for situational or routine telework may participate in situational telework. At a supervisor's direction, part time telework participants must work with their supervisor to select a telework schedule.

III. Provisions Applicable to Routine Telework Participants

- A. Overview.** A routine telework participant's official duty station remains the USPTO office and requires the participant to work at the USPTO office for a specified amount of time each week or bi-week as designated by their position eligibility determination.

1. Participants electing to telework up to 79.5 hours per bi-week will work at the USPTO office for the remaining hours per bi-week totaling 80 hours.
2. Participants electing to telework up to 79.5 hours per bi-week retain the USPTO office as their official duty station and remain a routine teleworker.

B. Routine Telework Full-time Office Telework, Office Sharing Telework, or Unassigned Office Telework Participants

1. **Telework Schedule.** Participants eligible for Full-time Office Telework, Office Sharing Telework, or Unassigned Office Telework may request to telework up to the maximum

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number of hours per bi-week permitted by their position's eligibility determination. Participants electing this option are expected to perform their assigned duties at the USPTO office for the remainder of the 80 hour bi-week, as set forth in their position eligibility determination. Participants who select this option should consult with their immediate supervisor to define a telework schedule that identifies regular days to perform duties at the USPTO office each bi-week. For participants whose essential functions include duties that must be done at the USPTO office, the amount of time spent at the USPTO office on a non-telework day must be long enough to complete those essential functions and if a participant chooses to work at multiple locations on the same day they must notify their immediate supervisor. Participants may not use IFP/S flexibilities or any combination of leave to regularly avoid any in-office requirements. Participants are not precluded from teleworking fewer hours than their position's eligible number of hours. The day(s) a participant elects to perform assigned duties in the office should be the same each week and must be scheduled in advance and approved by the immediate supervisor to ensure office coverage.

On a situational basis, a routine telework participant's immediate supervisor may allow an employee to work additional hours at an alternate worksite (i.e., supplemental situational telework) in accordance with the provisions for situational telework section II. Supplemental situational telework must be requested in advance and approved by the immediate supervisor. Requests for supplemental situational telework must include the dates the participant will telework in addition to the routine telework and the work that will be performed at the alternate worksite on those dates.

2. **Telework Schedule Changes.** Changes in USPTO office day(s) for participants whose position is eligible for routine telework should be requested in advance and approved by the immediate supervisor. These requests may be for a one-time change or for a permanent switch in the days performing assigned duties in the USPTO office. See Section I.C.7 and I.C.8 for permanent program changes. The PTAB may require temporary adjustments to USPTO office day(s) schedules to address business needs and office coverage for non-portable work activities.

Participants currently teleworking in a selected telework program and in a position that is eligible to telework in another telework program who would like to change programs must modify their telework application.

3. **Offices.** Routine telework participants who select a telework program option that places the participant at the USPTO office for at least 12 hours and less than 40 hours per bi-week will be required to share an office with another employee. Participants who share an office may coordinate their on-campus days, such that one of them uses the office at a time.

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Participants who select a telework program option that places the participant at the USPTO office at least 40 hours per bi-week will remain their status quo office arrangements.

Lead Judges and Supervisors who are participating in a telework program under this agreement may be assigned a full-time office.

A Program participant whose selected telework program option places them in a shared office, and who changes the terms of their telework program and agreement in any way that places them at the USPTO office for 40 hours or more per bi-week, will be reassigned to an unshared office. A participant may have to remain in their shared office until individual office space is available.

A participant generally will be assigned an office as determined by their seniority. The employee should be assigned an office within three months of notifying their immediate supervisor and Telework Program coordinator of the change.

C. Travel Expenses and Travel Time. When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

D. Routine Telework Participants Teleworking between 68 and 79.5 hours per bi-week

1. **Reporting Requirement.** An employee who elects to telework more than 68 and up to 79.5 hours per bi-week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Routine telework participants who telework more than 68 and up to 79.5 hours per bi-week will not have an assigned office at the USPTO office and will reserve temporary or "hoteling" space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.
3. **Travel Expenses and Travel Time.** When a participant's official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

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- E. Part Time Employees.** Part-time employees who encumber a position eligible for routine or remote telework can participate in telework. The number of hours that may be worked at the alternate work site will be prorated as determined by the percentage of the employee's part-time schedule compared to a full-time schedule, times the number of hours approved for telework in a bi-week rounded to the next full hour increment. Part time employees who encumber a position eligible for remote telework full time may telework 100 percent of their part time work schedule (the requirement to routinely report to the USPTO office two times per bi-week remains).

IV. Provisions Applicable to Remote Telework Participants

A. Provisions Applicable to all Remote Telework Participants

1. **Overview.** A participant who elects to telework full-time may elect to either retain the USPTO office as their official duty station in accordance with Section III.C. or change the location of their official duty station to the primary alternate worksite.

There is no requirement to routinely report to the USPTO office when a participant has changed their official duty station to the primary alternate worksite. The change in official duty station may impact a participant's pay and benefits because locality pay is based on the location of the official duty station. See Sections [III.A.3](#), [III.B.1](#), and [III.C.2](#) for additional information on changing the official duty station.

Table 1 provides an overview of implications for regular and recurring reporting requirements to the USPTO office, employee pay and benefits, and travel expenses associated with changing the official duty station.

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Table 1: Official Duty Station Implications

Key Elements	Teleworking < 50 Miles from a USPTO office		Teleworking > 50 Miles from a USPTO office	
	USPTO Program Reference	Routine: Full Time Office or Office Sharing: 68 hours or less per bi-week teleworking	Remote: 50-Mile	Routine: Unassigned Office: More than 68 and up to 79.5 hours per bi-week
Official Worksite & Duty Station	USPTO Office	Primary Alternate Worksite	USPTO Office	Primary Alternate Worksite
Pay & Benefits	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite	Locality Pay of USPTO Office	Locality Pay for City of Primary Alternate Worksite
Regular and Recurring Reporting Requirement	Remainder of 80 hour bi-week	None	Two Times per Bi-week	None
Travel for <u>Voluntary</u> Trips to USPTO Office or for Reporting Requirement	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office
Travel for <u>Mandatory</u> Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for all Trips to USPTO Office	Employee Pays for the first Trip and 5 Days, USPTO Pays Thereafter

2. **Process for Changing the Official Duty Station.** A remote telework participant will use one of two methods to change their official duty station, depending on the location of the approved primary alternate worksite. If the participant lives within a 50 mile radius of a USPTO office, they will select the 50-mile program option and follow the procedures in Section IV.B.1. If the participant lives outside of a 50 mile radius from a USPTO office, they will change their official duty station by enrolling in TEAP. The 50 miles is determined as a point-to-point straight line distance from 600 Dulany Street, Alexandria, VA, 22314 or any

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Regional Office location. Regardless of which method is used to change the official duty station, a participant is responsible for the following:

- a. Keeping the residential, primary alternate worksite, and duty station addresses up-to-date in the [ETIS](#) and other designated human resources systems (e.g., [EPP](#) and [HRConnect](#));
 - b. Reviewing their bi-weekly earning and leave statements in the [EPP](#) system to ensure accuracy;
 - c. Ensuring that the health benefits plan selected provides coverage in the desired location. The OHR is available for assistance with changing your health care provider, you may send inquires to HumanResources_USPTO@uspto.gov;
 - d. Ensuring that the correct state taxes are withheld from their salary. If a participant moves, they are responsible for submitting a change request through the OHR Customer Service Center according to the established procedures and processing timelines. If a participant fails to ensure the proper taxes are withheld from their salary, it is the participant's responsibility to work with their state and/or tax advisor to make any necessary corrections. OHR will not make retroactive adjustments or withholdings. More information on how to change your state tax exemption can be found [here](#); and
 - e. Working with their immediate supervisor to ensure a Personnel Action Request (PAR) to change the duty station is initiated in the designated human resources system before the effective date. The change in duty station cannot be made effective until OHR has processed the request. If the participant fails to timely update their address or duty station, it may impact their locality pay and result in an erroneous salary overpayment. The participant would be required to refund any overpayment to the USPTO.
 - f. When changing the official duty station, participants are responsible for maintaining accurate human resource information as outlined in the Employee Human Resources Records Responsibilities document located on the Telework Resources website.
3. **Offices.** Remote telework participants are required to relinquish their office and use the hoteling space on campus, if available, when returning to the USPTO office.
 4. **Part Time Employees.** Part time employees who encumber a position eligible for remote telework, may telework 100 percent of their part time work schedule.

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B. Unassigned Office Telework Participants

1. **Reporting Requirement.** An employee who elects to telework more than 68 and up to 79.5 hours per bi-week and maintains the USPTO office as their official duty station is required to report to the USPTO office at least two times per bi-week. Participants shall work at the USPTO Office for a minimum of 15 minutes for each occurrence in a manner consistent with IFP work schedule rules as to days and hours of work. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day but leave may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO office two times per bi-week.
2. **Offices.** Unassigned Office Telework participants will not have an assigned office at the USPTO office and will reserve temporary or “hoteling” space on campus when working at the USPTO office, including when meeting the regular bi-weekly reporting requirement.
3. **Travel Expenses and Travel Time.** When a participant’s official duty station is the USPTO office, all travel between home and the USPTO office is considered commuting time and will not be reimbursed.

C. Remote Telework Participants Working within 50 miles of the USPTO office

1. **Official Duty Station Changes.** Participants who live within a 50 mile radius of the USPTO office may request to change their official duty station to their approved primary alternate worksite (e.g., home address), which will be designated as their official worksite. Participants must acknowledge in the Telework Agreement that their approved primary alternate worksite (e.g., home address) will be their official duty station. A change in the participant's official duty station eliminates the requirement to report to the USPTO office at least two times per bi-week and changes the participant's pay (including locality pay) to the location of the primary alternate worksite, which may be a different locality pay than the USPTO office. Information on locality pay is available by checking the relevant pay tables found at the [Office of Personnel Management's](#) website. Questions about other potential changes to pay and benefits (e.g., health and life insurance, thrift savings plan, etc.) may be directed to the OHR at (571) 272-6000 or HumanResources_USPTO@uspto.gov.

All changes to duty station are voluntary and for the convenience of the participant. All changes to the official duty station must be pre-approved by the USPTO. When the participant elects to telework full-time and enters the primary alternate worksite (e.g., home address), the system will calculate if the address is within a 50 mile radius. If a participant’s primary alternate worksite (e.g., home address) is within a 50-mile radius of the USPTO office, a 50-mile radius telework program option may be selected. The

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participant's supervisor approves the request in ETIS and initiates a PAR to change the duty station in the designated USPTO human resources system. Generally, participants should request approval three weeks in advance of any change in the official duty station or move. This will provide the OHR with sufficient time to process and apply an effective date for the duty station change. The USPTO will not pay for moving costs associated with changes in official duty station.

2. **Working at the USPTO office.** Participants may occasionally voluntarily work at the USPTO office. Participants working at the USPTO office may reserve temporary or "hoteling" space to perform their official duties. Participants may also be required to occasionally report to the USPTO office to address business needs and office coverage for non-portable work activities, attend training, meetings, or other team-, Office-, or Business Unit-wide events.
3. **Travel Expenses and Travel Time.** When a participant's official worksite is their home address or other approved alternate worksite within a 50 mile radius of the USPTO office, they will not be reimbursed for any travel or related expenses for commuting between their official worksite and the USPTO office regardless of whether the trips are mandatory or voluntary. All such trips, regardless of the location of the official worksite, will not be on duty time.

D. TEAP Option for Remote Participants Working More than 50 Miles from the USPTO Office

1. **The TEAP.** The TEAP allows participants teleworking five days per week whose position is TEAP eligible and who live greater than 50 miles from the USPTO office to decide, for their own convenience, to change their duty station to an approved telework location in the local commuting area of the city in which they live. See participant responsibilities outlined Section IV.A.3. The participant must travel to the USPTO office for mandatory trips when directed by the Office, and the TEAP permits the participant to waive their right to travel expenses for a reasonable number of mandatory trips to the office (5 U.S.C. § 5711(f); 5 U.S.C. § 5711(g)). The participant is responsible for paying for one (1) mandatory trip per fiscal year, which will be the first trip of the fiscal year. Participants who telework five days per week and who wish to participate in the TEAP should refer to the TEAP operating procedures for program specifics.
2. **The TEAP Operating Procedures.** The USPTO maintains the TEAP with operating procedures applicable to all USPTO employees. Employees who enroll in the TEAP will abide by the TEAP Operating Procedures ([Appendix B](#)).

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V. Temporary Medical Exception

- A. Definition.** Management will consider requests from employees to work from home or another alternate worksite based on a serious temporary medical need of the employee or a family member which would:
1. Significantly impair or preclude the employee from working at (or traveling to) the USPTO office;
 2. Ordinarily require the employee to use leave to be away from the USPTO office without the ability to telework; and
 3. Allow the employee to continue working from the alternate worksite.
- B. Flexibility.** In addition to the flexibility of where to work, the employee may request additional telework days, up to and including teleworking five days per week and specific hours of work.
- C. Application.** The request may be from a person not eligible for routine telework or remote work (based on position eligibility), or from a current teleworker to expand or change the number of days of telework. If the request is from an employee whose position is not normally eligible to telework and is not covered by an existing telework agreement, the employee must sign a telework agreement. Eligibility requirements based on position may be waived because the eligibility for the temporary medical exception is based upon specific need.
- D. Approval.** Requests under these circumstances (known as a Temporary Medical Exception) should be submitted to the employee's immediate supervisor (or designee) as soon as the need for the temporary medical exception is known by the employee. The supervisor or designee will promptly forward the request with any comments (to include their proposal for the terms of the medical telework) to the Business Unit Head or Deputy Business Unit Head or designee. Decisions to grant or deny requests will be made by the Business Unit Head, Deputy, or designee and communicated to the employee in writing promptly, generally within one or two weeks, and taking into consideration the date on which the employee requests to begin telework. The reason(s) for any denial will be included in the response.

In determining whether to approve a request under this section, the supervisor must consider

1. The work available for the employee to perform from a remote location as well as the ability to successfully complete assigned tasks in accordance with the employee's performance appraisal plan.

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2. Whether or not the employee will have appropriate remote access to USPTO IT systems and the likelihood that the employee can be successful in working remotely.
3. The employee's ability to work without the disruption of providing childcare, eldercare, or medical needs (the employee may mid-day flex, if on an appropriate work schedule, to accomplish these activities).
4. The impact of the employee's absence from the USPTO office on other employees as well as the ability of PTAB to meet its business needs.

Approval to telework under this exception will be up to the duration of the medical need, depending on the work available to be performed at the approved alternate work site. In all instances, the telework granted pursuant to this medical exception may not exceed 4 months without renewed approval. However, the approval may be reviewed at any time and may be extended, adjusted, or revoked: a.) if the medical circumstances have changed; or b.) when participation is based on the medical needs of a family member and business unit needs have changed significantly). Approval of these requests for a temporary medical exception is separate and independent of the Agency's reasonable accommodation process and is not considered evidence of the Agency perceiving or regarding an employee as disabled under the [Rehabilitation Act](#). Nothing in this section precludes or limits the ability of employees to request a reasonable accommodation nor limits the ability of supervisors to refer employees to the Reasonable Accommodation Program Office/OEEOD for assistance when appropriate.

E. Documentation. Upon request, employees must submit medical documentation from a health care provider supporting the request for a temporary medical exception.

1. The statement or documentation will
 - a. State the general nature of the medical need and why the employee should be excused from working at the USPTO office (treatment of the employee or a family member outside of the commuting area will satisfy this requirement).
 - b. Confirm that the employee can perform work.
 - c. Include either of the following:
 - i. If the employee has the medical condition—that the employee is fit for duty at the alternate work site, including any limitations that may apply; or,
 - ii. If a family member has the medical condition:

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- (A) state that the family member will not require constant attention, or
 - (B) the employee may indicate on the application that other people will provide care when the employee is working.
- d. The expected duration of the need based on the medical condition.
2. The employee will not be required to reveal any details about the medical condition other than the general nature of the condition as set out in the medical documentation described in Section V.E.1., and the PTAB may not require the employee or family member to sign a release for their medical information.
3. PTAB will treat as confidential any medical information given by an employee in support of the medical telework request, and may only disclose such information subject to its Privacy Act and Rehabilitation Act obligations for work-related reasons on a need to know basis.
4. The purpose of the health care provider's statement and/or documentation is to verify the existence of the medical reason asserted in the temporary medical request, that the employee could not reasonably be expected to work at the USPTO office or that working from an alternate worksite would help alleviate the medical condition or assist with recuperation, and that the employee is fit for duty at the alternate location. PTAB *will* not substitute its own judgment for the medical judgment of the health care provider with respect to the validity of the medical condition, its duration, or how medical telework will alleviate the condition or help the employee (or family member) to recuperate (so long as there are sufficient details in the statement for PTAB to understand the basis for the recommendations).
- D. Work Performed.** Because of the added flexibility in terms of eligibility, scheduling and/or number of telework hours, the participant and the supervisor will discuss the work to be done, the hours to be worked (including both the number of hours per day and the time of these hours), and any changes in circumstances affecting the arrangement. The terms of the medical telework will be documented in writing and signed by the employee and supervisor or exchanged via email.

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Boalick, Scott

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SCOTT R. BOALICK
Chief Administrative Patent Judge
Patent Trial and Appeal Board

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Appendix A

Telework Status	Duty Station	Official Worksite	Alternate Worksite	Office Space	Reporting Requirement
None	USPTO office City/Town & State	USPTO office	None	Assigned	N/A
Situational	USPTO office City/Town & State	USPTO office	Yes	Assigned	Per Agreement with Supervisor
Full-Time Office Telework	USPTO office City/Town & State	USPTO office	Yes	Assigned	At least 40 hours per bi-week
Office Sharing Telework	USPTO office City/Town & State	USPTO office	Yes	Assigned and Shared	At least 12 hours per bi-week
Unassigned Office Telework	USPTO office City/Town & State	USPTO office	Yes	Hoteling Office Space	2 times per bi- week for at least 15 minutes each time
Remote -- 50 Mile	Alternate Worksite City/Town & State	Primary Alternate Worksite	Yes	Hoteling Office Space	No Routine Reporting Requirement
Remote -- TEAP	Alternate Worksite City/Town & State	Primary Alternate Worksite	Yes	Hoteling Office Space	No Routine Reporting Requirement

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APPENDIX B

The Telework Enhancement Act Program (TEAP) Operating Procedures