

PATENTS FULLTIME TELEWORK PROGRAM 2022

I. INTRODUCTION

- A. This agreement between the United States Patent and Trademark Office (USPTO or Agency) and the Patent Office Professional Association (POPA) supersedes the Patents Hoteling Program signed on June 21, 2007 and the 50 Mile Radius Agreement signed on March 9, 2010.
- B. The Patents Fulltime Telework Program (PFTP) allows eligible POPA bargaining unit employees under the Commissioner for Patents (Patents employees) to perform officially assigned duties at an approved alternate worksite as defined in Section II.A below.
- C. As used herein,
 - 1. "USPTO office" is defined as the Alexandria office or regional offices;
 - 2. "Official worksite" is the location where an employee regularly performs his or her duties. This may be a USPTO office or an approved telework location.
 - 3. "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 Personnel Action.
 - 4. "USPTO worksite" is defined as the associated USPTO location in Alexandria, VA, or regional office that the participant was authorized to work from immediately prior to commencing fulltime telework;
 - 5. "Approved alternate worksite" is defined as a telework location in the employee's home designated by the employee as the location they will use to perform their official USPTO duties, or another approved telework location approved by the Agency. The approved alternate worksite must be located in the United States, including all fifty states, Washington, DC, and Puerto Rico.

II. OVERVIEW

- A. There are three (3) options under the PFTP; eligible employees may participate in only one (1) of the following three (3) options at any given time:
 - 1. Hoteling Program (HP) option, which allows employees to work from an approved alternate worksite while maintaining a USPTO location as their official duty station and includes a regular reporting requirement to the USPTO worksite;

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2. 50-mile radius program (50-mi) option, which allows employees to change their official duty station to an approved official worksite within 50-miles of a USPTO location and does not include a regular reporting requirement to the USPTO location; and
3. Telework Enhancement Act Program (TEAP) option, which allows employees to live more than 50 miles from the USPTO office located in Alexandria, VA and change their official duty station to an approved official worksite in the city in which they live.

B. There are three (3) types of worksite locations under PFTP:

1. Official worksite – the location where participants regularly perform their duties, which may be an approved telework location or a USPTO office location for the reporting requirement.
2. Alternate worksite – approved worksite other than the official worksite that that is located in the United States (including all fifty states, Washington, DC, and Puerto Rico), and meets the same requirements for internet service, security, and safety as the participant’s official worksite; includes a default alternate worksite, as well as the option of one (1) additional alternate worksite (see chart in C below).
3. Temporary alternate worksite – a worksite that participants may work from with management approval for an approved temporary period of time before reporting back to their official duty station/official worksite. Participants may work from a temporary alternate worksite in exigent circumstances, such a medical emergency or evacuation due to weather.

C. The chart below shows an overview of the telework program options. All other program requirements and information are set forth in this agreement.

Options	Reporting requirement	Eligibility	Official duty station	Default alternate worksite	Additional alternate worksite*
Hoteling Program (HP)	Yes	At least one (1) year continuous USPTO service	USPTO worksite (Alexandria or a regional office)	Approved telework location	Approved alternate telework location
50-Mile Radius Program (50-mi)	No	At least one (1) year continuous USPTO service	Approved telework location	USPTO worksite (Alexandria or a regional office)	Approved alternate telework location
TEAP	No	At least one (1) year continuous USPTO service	Approved telework location	USPTO worksite (Alexandria office)	Approved alternate telework location

*Participants may have one (1) additional alternate approved worksite location.

III. PROGRAM INFORMATION

A. GENERAL

1. Participation in telework is voluntary.
2. The Agency will determine size and positions of the eligibility pool for participation. One hundred percent of the eligibility pool may participate.
3. When working at an approved alternate worksite, examiners must perform patent examining functions and related activities, unless otherwise authorized by management. When working at an approved alternate worksite, non-examiners must work on tasks directly related to their job functions as defined in their performance appraisal plan, unless otherwise authorized by management.
4. Union representation duties may be performed at any approved alternate worksite.
5. Participants must have separate authorization to work overtime or earn compensatory hours.
6. Participants must follow established USPTO procedures when requesting and taking leave, compensatory time, or credit hours.
7. All pay, leave, and travel entitlements will be based on participants' official duty station.
8. Holidays that are only granted for the Washington, DC area, such as Inauguration Day, will only be granted to participants in the Washington, DC area as defined by OPM.
9. Participants are eligible for transit subsidies as set forth in the [Transit Subsidy Policy](#), including for transit to the approved alternate worksite for the purposes of doing work if that site is different from the participant's home and has been approved by the Agency.
10. The Agency has established [internet service level requirements](#) for the type and speed of internet service needed to participate in telework programs. These requirements are based on operational requirements and the Agency's assessment of the technological and business needs of the USPTO, and are detailed on the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
11. Participants must comply with the Agency-wide high-speed broadband [internet service level requirements](#) in place at the time that they begin to participate. The Agency may revise its internet service requirements at any time, subject to statutory notice and bargaining requirements. A

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change in internet service requirements is not covered by this agreement. However, once a participant in this program pursuant to this agreement is obligated to meet a new set of internet service requirements, that participant will not be required to update their internet service again for a period of at least two (2) years, unless necessary for the proper function of the agency.

12. Participants will not have a designated (i.e., permanently assigned) office, workspace, or workstation at the USPTO worksite. Where available, participants will use the Agency's computerized reservation system ("[Room Rez](#)" or equivalent) to reserve an undesignated workspace and workstation ("hotel work space") in order to work at the USPTO worksite. Reservation of a workspace or workstation at a USPTO worksite does not authorize travel to a USPTO worksite.
13. Workstations and workspace in the hotel workspace will be available on a first-come, first-served basis. Participants with a reporting requirement will be prioritized and every effort will be made to accommodate them. In the event the computerized system is unavailable, alternative reservation procedures will be utilized.
14. Except for a participant's chain of command and those administering this program or as ordered by an administrative or judicial body of competent jurisdiction, the USPTO will ensure that participants' home addresses and phone numbers gathered for this program are not divulged to unauthorized USPTO personnel or members of the public without the participant's consent, unless disclosure is otherwise permitted by the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a.
15. Program information, including a copy of this agreement, orientation and training materials consistent with this agreement, as well as the online application process, will be available on the intranet via [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
16. Participants must read and agree to adhere to the USPTO [Rules of the Road](#).
17. Participants 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 in order 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 Patents Fulltime Telework Program. The parties may mutually agree to a time outside of these hours.

B. PROGRAM OPTIONS DETAILS

Additional details about each of the options under the PFTP are provided below:

1. Hoteling Program option
 - a. Participants are required to return to the USPTO office two days in a pay period for their reporting requirement.
 - b. Participants maintain their USPTO office as their official duty station. The USPTO office is the office the participant was authorized to work from immediately prior to commencing fulltime telework.
 - c. Participants are required to report to their associated USPTO worksite (Alexandria office or a Regional Office), at management's direction. Management direction would be authorized at the Associate Commissioners for Patents level.
 - d. Employees may work full days at their associated USPTO worksite (Alexandria office or a Regional Office) when required to report there for any part of a day. An employee who chooses to work at both a USPTO worksite and their official worksite on the same day must mid-day flex to accommodate travel time required for commuting to and from their associated USPTO worksite (Alexandria office or a Regional Office). Full days refer to the total number of hours an employee will work on that day minus any approved leave (including credit hours and compensatory time used). Note that Fair Labor Standards Act Requirements apply.
 - e. Management will endeavor to give employees as much notice as possible of any meeting that they must attend in person. Generally, this will not be less than two (2) business days. Absent exigent circumstances, employees will not be required to report to a USPTO worksite on the same day that notice is provided to the employee. When technologically feasible and consistent with the purpose of the meeting, meetings will be held so that employees working remotely can participate via teleconferencing or webcast.
 - f. Participants may work at their associated USPTO worksite voluntarily. Since participants of this program agree to work all of their duty hours at their official worksite, participants may not routinely or consistently work at their associated USPTO worksite, unless otherwise authorized by the Agency.
2. 50-mile Radius Program option
 - a. Participants do not have a regular reporting requirement to the USPTO worksite.

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- b. Participants who elect this option agree to change their official duty station to an approved alternate worksite that is within 50-miles from a USPTO worksite, and, if approved, sign a new work agreement (see Appendix A) indicating that their approved alternate worksite location will be their official duty station.
 - i. The work agreement will require participants to certify the following statement:

“I acknowledge that participation in this option is primarily for my convenience and benefit. As such, any relocations related to my participation in this option are in my own interest and I am not eligible for relocation expenses. Relocations related to my participation include the relocation of my official duty station from a USPTO office location to my approved alternate worksite, as well as a relocation of my official duty station back to the USPTO office location upon my exiting this option or the fulltime telework program. Further, I acknowledge that my approved alternate worksite is currently within a 50-mile radius from a USPTO worksite location. I further acknowledge that if I plan to relocate my approved alternate worksite to a different location after being approved to participate in this option, I will notify and request approval from my supervisor and the program coordinator. If I move outside the 50-mile radius, my official duty station will revert to the USPTO office that I was authorized to work from immediately prior to commencing fulltime telework.”
- c. Participants who elect this option will be approved so long as they meet all requirements of the PFTP and they reside within 50.0 miles of a USPTO worksite as determined by the [Enterprise Telework Information System \(ETIS\)](#), which will calculate the distance between the participant’s alternate worksite location address and the address of the nearest USPTO office. The USPTO office addresses being one of the following:
 - i. 600 Dulany Street, Alexandria, Virginia
 - ii. 207 S. Houston Street, Dallas Texas
 - iii. 1961 Stout Street, Denver, Colorado
 - iv. 300 River Place Drive, Detroit, Michigan
 - v. 26 S. Fourth Street, San Jose, California
- d. Participation in this option eliminates the OPM requirement to report to a USPTO worksite at least two days in a pay period.
- e. Participants are required to report to their associated USPTO worksite

(Alexandria office or a Regional Office), at management's direction. Management direction would be authorized at the Associate Commissioners for Patents level.

- f. Employees may work full days at their associated USPTO worksite (Alexandria office or a Regional Office) when required to report there for any part of a day. An employee who chooses to work at both a USPTO worksite and their official worksite on the same day must mid-day flex to accommodate travel time required for commuting to and from their associated USPTO worksite (Alexandria office or a Regional Office). Full days refer to the total number of hours an employee will work on that day minus any approved leave (including credit hours and compensatory time used). Note that Fair Labor Standards Act Requirements apply.
- g. Management will endeavor to give employees as much notice as possible of any meeting that they must attend in person. Generally, this will not be less than two (2) business days. Absent exigent circumstances, employees will not be required to report to a USPTO worksite on the same day that notice is provided to the employee. When technologically feasible and consistent with the purpose of the meeting, meetings will be held so that employees working remotely can participate via teleconferencing or webcast.
- h. Participants will not be reimbursed for any travel or related expenses for trips between their official duty station and their associated USPTO worksite regardless of whether the trips to their associated USPTO worksite are mandatory or voluntary. Such trips will not be on duty time. For transit subsidies, see section III.A.9., above.
- i. Participants may work at their associated USPTO worksite voluntarily. Since participants of this program agree to work all of their duty hours at their official worksite, participants may not routinely or consistently work at their associated USPTO worksite, unless otherwise authorized by the Agency.
- j. Absent extenuating circumstances, participants are expected to work a majority of the time at their official worksite.
- k. Any changes to the official worksite and duty station must be pre-approved by the USPTO to ensure compliance with program guidelines (see "Application Process" in section III.F. below). Generally, participants must request approval in advance of any move. The USPTO will not be responsible for moving costs associated with changes in duty station. Nonproduction time will not be approved for the change in duty station or moving. The Agency is not responsible if a participant moves to a location which cannot be approved.

- l. Participants wishing to change their duty station back to their associated USPTO worksite may do so voluntarily so long as they provide two (2) weeks' notice to the Agency stating that they would like to change their official worksite and duty station back to their associated USPTO worksite. The USPTO will process these employee requests for changes in official duty station back to their associated USPTO worksite for employees who wish to end their participation in this option or the PFTP as quickly as possible for performance below fully successful. Employees may be put in a temporary office space until appropriate office space is determined.
 - m. Employees other than patent examiners (and other patent professionals in a 122X occupation series who are covered by a special pay rate) who select this option may be changing to a duty station outside of their current area pay rate. A list of areas (zip codes) that are included in the Washington, D.C. pay scale can be found [here](#). If the pay of the participant changes as a result of the change in duty station, the amount of FEGLI life insurance will decrease proportionately with the decrease in salary. This paragraph does not currently apply to patent examiners and other patent professionals who receive special pay because the pay rate applies nationwide, unless the current rate exceeds that of the Washington, D.C. metropolitan pay rate.
 - n. Some duty stations may be outside the participant's health insurance coverage area as well. Employees should check the OPM website to see whether health insurance coverage is affected. HMOs are the most likely to be affected. In this case, the employee will have up to 60 days to select from plans available in the area of the duty station.
3. Telework Enhancement Act Program (TEAP) option
- a. Participants do not have a regular reporting requirement to the USPTO worksite.
 - b. Participants who elect this option agree to change their official duty station to an approved alternate worksite location that is outside 50-miles from a USPTO worksite, and, if approved, sign a new work agreement (see Appendix A) indicating that their approved alternate worksite location will be their official worksite and official duty station.
 - c. Absent extenuating circumstances, employees are expected to work a majority of the time at their official worksite.
 - d. Any changes to the official duty station must be pre-approved by the

USPTO to ensure compliance with program guidelines (see “Application Process” in section III.F. below). Generally, participants must request approval in advance of any move. The USPTO will not be responsible for moving costs associated with changes in duty station. Nonproduction time will not be approved for the change in duty station or moving. The Agency is not responsible if a participant moves to a location which cannot be approved.

- e. Participants wishing to leave the program may do so voluntarily so long as they provide two (2) weeks’ notice to the Agency. The USPTO will process these employee requests for changes in official worksite and official duty station back to the USPTO worksite to which they last reported. Employees may be put in a temporary office space until appropriate office space is determined.
- f. Employees other than patent examiners (and other patent professionals in a 122X occupation series who are covered by a special pay rate) who select this option may be changing to a duty station outside of their current area pay rate. A list of areas (zip codes) that are included in the Washington, D.C. pay scale can be found [here](#). If the pay of the participant changes as a result of the change in duty station, the amount of FEGLI life insurance will decrease proportionately with the decrease in salary. This paragraph does not currently apply to patent examiners and other patent professionals who receive special pay because the pay rate applies nationwide, unless the current rate exceeds that of the Washington, D.C. metropolitan pay rate.
- g. Some duty stations may be outside the participant's health insurance coverage area as well. Employees should check the OPM website to see whether health insurance coverage is affected. HMOs are the most likely to be affected. In this case, the employee will have up to 60 days to select from plans available in the area of the duty station.
- h. Participants should refer to the TEAP operating procedures for program specifics.

C. REQUIREMENTS TO BEGIN PARTICIPATION

In order to begin participation, applicants must:

- 1. be a non-probationary employee and have at least one (1) year of continuous service at the USPTO (rehired non-probationary employees must have completed initial mandatory training);
- 2. arrange for and have access to high-speed broadband internet service that meets [agency standards](#) at their approved alternate worksite location;

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3. sign and comply with the USPTO Fulltime Telework Program Work Agreement (see Appendix A);
4. elect a PFTP option;
5. adjust their schedule to attend all mandatory telework-related meetings and training;
 - a. Training includes, but is not limited to, fulltime telework certification and training, and training at both the USPTO worksite and computer-based training (CBT) at the approved alternate worksite.
6. not be under an active internal investigation or proposal for disciplinary or adverse action for misconduct in the last three (3) months that would warrant suspension or removal from the program per the Telework Enhancement Act (TEA); and
7. not be ineligible to telework per [Telework Enhancement Act \(TEA\) provision](#) (an employee is ineligible to telework if the employee has been officially disciplined for viewing, exchanging, or downloading pornography or for being absent without leave (AWOL) for more than five (5) days in any calendar year). This ineligibility sets forth a bar on telework, which is statutory and non-discretionary.

D. EQUIPMENT AND SUPPLIES

1. Participants will be provided with the following equipment:
 - a. two monitors;
 - b. two-factor authentication tool, such as ERA fob or equivalent;
 - c. docking station;
 - d. desktop telephone;
 - e. keyboard;
 - f. mouse;
 - g. headset;
 - h. external webcam;
 - i. fingerprint reader;
 - j. PIV card reader; and
 - k. printer.
2. Participants may optionally request a Small Office Home Office (SOHO) router.

3. If for any reason the Agency is unable to procure the above-listed equipment (e.g., due to a shortage of equipment from its supplier), then the employee may voluntarily begin teleworking, with Telework Coordinator approval, and the Agency will supply the missing equipment as soon as reasonably possible. Alternatively, the employee may choose to delay starting fulltime telework.
4. Participants are required to use all USPTO-issued telework equipment when working at their approved default alternate worksite, as appropriate.
5. Participants are responsible for determining and transporting the equipment necessary to successfully perform their official duties at their approved additional alternate worksite.
6. Equipment may be picked up at the telework depot or may be shipped to the official worksite address on record at the participant's option.
7. The USPTO maintains ownership and control of any and all USPTO-provided equipment, software, other materials, and data provided to the participant.
8. Participants will maintain reasonable care of all USPTO-issued material and equipment. The USPTO acts as the insurer for damage, theft, or other loss (e.g., fire, flood, etc.) of the USPTO assets.
 - a. In the event of [loss, theft, or damage](#), participants should immediately:
 - i. Contact the USPTO Office of Security via phone (571-272-7800) or email (SCC@USPTO.GOV);
 - ii. Notify their supervisor and property custodian of the incident;
 - iii. Investigate the immediate area surrounding the loss; and
 - iv. Contact the OCIO Service Desk at 571-272-9000.
9. Participants should contact the OCIO Service Desk in the event that equipment problems prohibit working at the participant's approved alternate worksite(s). If the problem persists, participants can report to the USPTO worksite (for HP and 50-mile radius participants), change their work schedule, or request appropriate leave.
 - a. Participants should refer to the [guidelines for computer outage downtime](#) in the event of computer problems or outages.
 - b. Participants will be encouraged to accurately report on their timesheets catastrophic time spent recreating work lost due to failure of the USPTO network, the participant's workstation, or commercial database access.

10. USPTO-issued equipment is for the conduct of official business. Limited personal use of USPTO-issued equipment is permitted, as set forth by the USPTO [Rules of the Road](#) and outlined in Agency Administrative Order (AAO) 202-735 (“LIMITED PERSONAL USE OF GOVERNMENT EQUIPMENT”).
11. A [Virtual Private Network \(VPN\)](#) is USPTO’s preferred method for establishing a secure connection to PTONet. Participants may choose to connect to the VPN wirelessly via a password protected Wi-Fi connection through their router, which may or may not be an agency provided SOHO router, from their approved alternate worksite and must retain the ability to connect wired through the router. Participants who choose to connect to the VPN wirelessly should consider the caveats of using a wireless connection (see Appendix B). Information on how to connect to the VPN without a SOHO router is provided in the [Patents Telework Resources page](#).
12. The Agency will provide participants in the PFTP standard office supplies for use at the approved alternate worksite.

E. WORK SCHEDULES

1. Participants are required to be on the Increased Flextime Program (IFP). Part-time employees may participate if they comply with the current "POPA Part-Time Program" agreement. For questions about the Patents POPA part-time program, please contact the [part-time program administrator](#).
2. Work schedules are in the participant’s local time zones.
 - a. The core hour is Thursday from 1:00 p.m. - 2:00 p.m. Eastern Time (ET) for all employees. Participants on the part-time program should refer to the POPA Part-Time Program agreement for their core hour requirements (Tuesday or Thursday from 12:00 p.m. – 2:00 p.m.).
 - b. During USPTO IT system [maintenance hours](#), systems may have limited or no availability.
 - c. For patent examiners, count cutoff is based on USPTO Alexandria office ET.
3. Participants who have been approved in advance to work overtime or compensatory time may work these hours at their approved worksite.
4. Participants detailed to other activities may be required to work at a USPTO worksite for prescribed periods of time in accordance with the business needs for the activity, at the discretion of the Agency.

5. Participants will use the “telework” transaction code with the appropriate telework-specific codes to indicate in the time and attendance system which days were worked at the alternate worksite and the number of hours worked at each location each day. Time shall be recorded in accordance with the Agency’s [Time and Attendance Obligations Policy](#).
6. Participants working at an approved alternate worksite will be granted the same holidays as employees at the USPTO office, unless otherwise determined by the Office of Personnel Management.
7. Participants should contact the OCIO Service Desk in the event that remote access prohibits working at the participant’s approved alternate worksite(s). If the problem persists, participants can report to the USPTO worksite (for HP and 50-mile radius participants), change their work schedule, request appropriate leave, or work from their additional approved alternate worksite (or their default if already working at their additional approved alternate worksite), if applicable, and if remote access is available at that location. Participants should notify their supervisor of any changes to their work schedule or worksite location as soon as practicable.
 - a. Participants should refer to the [guidelines for computer outage downtime](#) in the event of computer problems or outages.
 - b. Participants will be encouraged to accurately report on their timesheets catastrophic time spent recreating work lost due to failure of the USPTO network, the participant’s workstation, or commercial database access.

F. APPLICATION PROCESS

1. Applicants must apply via the [Enterprise Telework Information System \(ETIS\)](#) or equivalent. The application process includes:
 - a. signing a PFTP agreement (see Appendix A);
 - b. certifying that the internet service at the alternate worksite (default and additional alternate worksites) meets Agency’s standards; and
 - c. review the safety recommendations of the alternate worksite (see Appendix C).
2. Application periods for participation in the PFTP will close the second Saturday of each month. All applicants will be notified within the next pay period following the selection, and selected participants will subsequently be given instructions to sign up for appropriate training.
3. The Agency will provide written notification (e.g. via e-mail) to all

employees who file an application for the program of their acceptance or non-acceptance not more than two (2) weeks after selections are made.

4. Participants should review and update their OHR information by accessing the [National Finance Center's Employee Personal Page](#) (MyEPP) to ensure their alternate worksite address is current for USPTO records and mailings. Participants who relocate must change their address via MyEPP.
 - a. If you are relocating to a different state, you must complete a paper form specific to the state you are relocating to in order to change your state tax. Online access (MyEPP) will not be available for this process. State tax forms may be obtained by contacting the Office of Human Resources (OHR) at 571-272-6000 or visiting the OHR Customer Service Center.
5. Participants who relocate are required to update their alternate worksite address in the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.

G. GUIDELINES FOR COMMUNICATION AND RESPONSIVENESS

1. Participants are expected to comply with the [Policy on Time and Attendance Tools, Communication, and Collaboration](#).
2. Participants are expected to maintain communication and responsiveness.
3. All employees are expected to provide customer service to both internal and external customers by being accessible and available during working hours.
4. Primary examiners participating in the fulltime telework program will notify the junior examiners who they train of their schedule or will schedule appointments with junior examiners who they train.

H. EARLY DISMISSALS, DELAYED ARRIVALS, CLOSURES, AND UNSCHEDULED TELEWORK

1. General

- a. Program participants are always considered "telework ready." Normally, participants who are "telework ready" on a given day will not receive administrative leave on a day that the government closes for the entire day or announces a delayed arrival or early departure due to emergency or weather conditions. On such days, participants may telework, notify their supervisor that they intend to flex their schedule to be absent for the entire day, or request to take leave for that day. Participants should refer to the [USPTO Weather and Safety Leave policy](#).
- b. Early or partial dismissals or delayed arrivals due to road conditions or

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conditions that affect part or all of the USPTO worksite normally do not affect the status of the employees working at an approved alternate worksite. In the absence of exigent circumstances, the employee will continue to work during these conditions and will not normally be granted administrative leave. If these conditions limit the employee's ability to perform their duties, supervisors will consider requests for administrative leave. Employees scheduled to work at the USPTO worksite shall follow the same rules and guidelines as other employees at the USPTO worksite.

- c. Situations in which an employee's ability to work is limited due to dependent care responsibilities are not covered by this agreement.
- d. Administrative leave for closures not due to emergency or weather conditions will be granted to participants working at their approved alternate worksite.
- e. Administrative leave for early dismissal not due to emergency or weather conditions, such as dismissals prior to a Federal holiday, will be granted to participants working at the approved alternate worksite.

2. Reporting requirement for HP participants:

- a. Participants must discuss any effects that a weather delay or closure may have on their reporting requirement with their supervisor and telework coordinator.
- b. If an early dismissal due to emergency or weather conditions is announced while the employee is in the USPTO office fulfilling their reporting requirement, participants should complete their day via telework.

IV. INTERNET SERVICE REIMBURSEMENT

- A. PFTP participants may be eligible for internet service reimbursement via the Agency Internet Service Reimbursement policy.
- B. Internet Service Reimbursement requires that the address where the internet service is being provided and listed on all invoices (bills) submitted by participants **MUST** match the address of the approved alternate worksite in order for the reimbursement request to be eligible for processing.
- C. Participants should refer to the Agency Internet Service Reimbursement policy in place at the time of the request for program specifics.

V. OTHER WORKSITE LOCATIONS

A. Alternate Worksite

1. The alternate worksite is defined in section II.B.2., above.
2. Participants are permitted up to two (2) alternate worksites – the default, as defined by their elected fulltime telework program option, plus one additional. See chart in “Overview” (section II.C.), above.
 - a. Participants are responsible for changing their address in EPP should the amount of time spent working at an additional alternate worksite exceed six (6) months in a calendar year period.
3. Participants must have access to high-speed broadband internet service that meets [agency standards](#) at their additional approved alternate worksite.
4. If applicants elect to have an additional alternate worksite, applicants must apply for an additional alternate worksite via the [Enterprise Telework Information System \(ETIS\)](#) or equivalent and follow the application process in section III.F.1.
5. Participants must provide notification to their supervisor prior to commencing work from their approved alternate worksite, to include the start and end dates for the period they will be working from the alternate worksite.
6. Participants may not be eligible for internet service reimbursement at their additional approved alternate worksite. Participants should refer to the Internet Service Reimbursement policy to verify internet service reimbursement eligibility at their additional approved alternate worksite.
7. Participants living in more than one geographic location in a calendar year are reminded to consult a tax advisor.

B. Temporary Alternate Worksite

1. The temporary alternate worksite is defined in Section II.B.3 above.
2. Temporary alternate worksites are for reasonable, short-term use in exigent circumstances, such as a medical emergency or evacuation due to a weather event.
3. To the extent possible, participants must provide notification to their supervisor prior to commencing work from the temporary alternate worksite, to include the start and end dates for the period they expect to be working from the temporary alternate worksite. If the exigent circumstances do not permit notification prior to commencing work from the temporary alternate worksite, participants must notify their supervisor as soon as reasonably practicable.

VI. SAFEGUARDING USPTO RECORDS, DATA, AND EQUIPMENT

- A. Participants will be able to work on patent applications, documents and data files at the employee's designated approved alternate worksite(s). Only for the purposes of this program, participants will be permitted to remove USPTO documents and data files from the USPTO worksite in order to perform their officially assigned duties at their approved alternate worksite(s). The participant is responsible for the transportation of the documents to and from the approved alternate worksite(s). The Agency may impose limitations on the number and duration of time that material is away from the official worksite. Further, the Agency may mandate the use of specific media for transporting documents and data. No original official paper document taken out of the USPTO worksite shall remain at the approved alternate worksite(s) longer than ten (10) business days without prior supervisory approval.
- B. Participants must ensure that the designated location at the approved alternate worksite(s) has reasonable physical security to protect documents, files, and equipment from being accessed by unauthorized individuals. Participants will apply approved safeguards to protect all Agency records and data from unauthorized disclosure, access, damage, or destruction and will comply with the Privacy Act requirements.
 - 1. Patent applications are covered under a privacy agreement with legal penalties. Patent applications and certain sensitive documents including budget and procurement documents can only be worked on at the participant's approved alternate worksite(s). Documents under secrecy orders or containing national security markings cannot be removed from the USPTO.
 - 2. Participants will keep in confidence patent applications and information therein in accordance with 35 U.S.C. 122. The participant will ensure that only authorized personnel access patent information.
- C. Participants will safeguard USPTO documents and equipment during transit and at the approved alternate worksite(s).
- D. Participants may create and manage various types of sensitive information while teleworking, which may not be shared except under limited circumstances. The standardized Federal term for this type of material is Controlled Unclassified Information (CUI). Common examples of CUI include unpublished patent application information and private information about individuals. Any records that are routinely disclosed to the public are not CUI. CUI must be safeguarded and handled in accordance with CUI procedures.
- E. The Agency maintains ownership and control of any and all USPTO-issued equipment, software, other materials, and data provided to the participant. Use for private purposes is prohibited except as permitted by the Agency.

- F. When the Agency has an unusual need for a document that is located at the approved alternate worksite(s), the employee with whom the document is located may be directed to provide the document or other requested information to the Office within one USPTO business day. An unusual need is one that does not occur on a regular basis and cannot wait for the employee's scheduled return to the USPTO worksite or be resolved through other means. If the day the document needs to be returned is a day the participant is scheduled to be away from the office, transportation time to and from the official duty station will be treated as duty time. When there is a normal need for a document, the participant will bring the document into the Office on his or her next workday at the USPTO worksite or make other appropriate arrangements with their supervisor.
- G. Employees are to contact the USPTO ServiceDesk to report government-provided equipment failures or problems. The employee will report such failures or problems as soon as they are discovered and follow the procedures in accordance with [guidelines for computer outage downtime](#). If the problem cannot be resolved within one hour, the employee must inform the supervisor of the problem (including via e-mail or voicemail).

VII. INFORMATION TECHNOLOGY (IT) SYSTEMS

- A. The Agency will establish and periodically revise requirements for high-speed broadband internet access consistent with operational requirements for remote access. Compatibility of the Office's remote access systems will be maintained for a minimum of two (2) years once requirements are established, subject to technological and business needs.
- B. The response times of USPTO IT systems may have some increase in latency due to differences in transmission bandwidth and quality of service during remote access over commercial internet connections. The Agency will take reasonable measures to ensure reasonable data response time. Non-production time due to latency time during remote access will not be granted to participants.
- C. When the Agency provides equipment, software, and/or other materials to participants for use at the approved alternate worksite(s) in accordance with this agreement, non-examining time will not be granted for the installation of such. The Agency may require the return or exchange of any or all equipment, software or other materials provided. Catastrophic time may be granted for loss of work due to failure of Agency provided equipment, software or other materials. The Agency is not responsible for non-Agency provided equipment and non-examining time will not be granted for installation of equipment and software, or if problems occur.
- D. For the whole period of an employee's participation in the program, only hardware and software authorized by the Agency for the approved alternate worksite(s) may be used. Government owned equipment at the approved alternate worksite is to be used only for official business except as allowed by agency policy. Employees may not add non-government owned or unauthorized hardware (except as allowed by

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agency policy) or software to a government-provided home workstation or computer.

- E. Employees will adhere to the USPTO IT Rules of the Road and Agency Administrative Orders (AAO).
- F. The Agency shall offer an appropriate level of technical computer support and software to all examiners regardless of their work location.

VIII. RIGHTS AND RESPONSIBILITIES

- A. Participation in the PFTP will not change the conditions of employment established pursuant to law, rule, regulation or any previous agreements except as specified in these guidelines until a new CBA is in place.
- B. Employees participating in the PFTP will have their performance evaluated under the criteria set out in their Performance Appraisal Plan.
- C. Participants must maintain all shared equipment and workspaces in a clean and organized fashion.
- D. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and lines for the program.
- E. The participant is responsible for ensuring compliance with all local laws or rules governing an office in their alternate worksite.
- F. Participants are responsible for any utility cost, heating, cooling, local phone service, and lighting at the participant's home. Participants are responsible for any re-wiring, updating, and improvements necessary to bring the electrical wiring and connections in a participant's home up to the required standards.
- G. Participants are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties at the approved alternate worksite. If so injured, the participant will notify their supervisor or another designated Agency official as soon as possible (in accordance with FECA).
- H. Upon notification, the Agency may investigate any accident and injury reports that occur at the approved alternate worksites.
- I. Upon reasonable advance notice by the Agency, the employee agrees to permit inspections by the Agency (including contractors) of the work area at the employee's approved alternate worksite during the employee's normal working hours for the purpose of ensuring proper maintenance of Government owned property and worksite conformance with safety standards. Additionally, Agency materials and/or equipment may be installed and/or removed as necessary for administration of PFTP. The inspections will not occur more than once per six (6) month period unless necessary to maintain or repair Government owned property or to investigate other work-related or

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safety problems arising from the administration of PFTP. Routine inspections will be scheduled at the convenience of the parties.

- J. The Agency will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using USPTO material in the employee's residence or elsewhere, except to the extent the Agency is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

IX. WITHDRAWAL FROM THE PROGRAM

- A. Participants may withdraw from the program by giving written notification (via e-mail) to their Telework Coordinator(s) and their supervisor. Notice of termination should be given two (2) weeks in advance unless exigent circumstances exist.
- B. In the event that an employee withdraws from the program and remains with the Agency, the employee will be assigned an office as determined by the Agency at their associated USPTO worksite (i.e. the Alexandria office or regional office they were working from before starting fulltime telework, pending space availability at regional offices).
- C. Participants may voluntarily choose to change their official worksite back to their associated USPTO worksite at any time and are encouraged to use their best judgment in returning to their associated USPTO worksite if circumstances at their remote duty station may be a factor for declined performance. Supervisors and employees are encouraged to discuss this option.
- D. In the event that an employee withdraws from the program and leaves the Agency, all Agency-issued materials and equipment must be returned to a USPTO office or arrangements for return must be scheduled with the designated Agency official normally within five (5) business days from the end of the employee's participation.

X. REMOVAL FROM THE PROGRAM

Per the [Telework Enhancement Act \(TEA\)](#), an employee is ineligible to telework if the employee has been officially disciplined for viewing, exchanging, or downloading, pornography or for being absent without leave (AWOL) for more than five (5) days in any calendar year. The Agency will enforce this TEA provision for any employee disciplined for pornography or AWOL. This ineligibility sets forth a bar on telework, which is statutory and non-discretionary.

XI. INFORMATION TO POPA

USPTO will provide POPA with the names, grades, email addresses, art units for all participating employees approximately twice a year at six-month intervals. If the Agency does not supply the information set forth, POPA will remind the Agency to supply the information and allow the Agency a reasonable amount of

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time to do so.

XII. TRAINING

- A. The Agency will develop the initial set of training and implementation materials for PFTP and share with POPA for review, discussion, and feedback. If the Agency later decides to revise the PFTP training, it will notify and share the updated training with POPA. POPA will have an opportunity to review and provide feedback.
- B. USPTO will offer training for PFTP participants via computer to the extent reasonably feasible. If computer-based training is not available, the Agency will keep in mind the disruption caused to fulltime teleworkers required to return to the Office for training and will conduct training for fulltime teleworkers in a consolidation manner to the extent practicable.
- C. As part of the training, participants must demonstrate ability to work remotely, including use of equipment and collaboration tools.

XIII. IMPLEMENTATION

- A. PFTP will become effective when the USPTO exits “maximum telework” (due to the COVID-19 pandemic).
- B. Employees that currently participate in a fulltime telework program will have to sign a new work agreement (see Appendix A) in the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
- C. Telework coordinators will review all work agreements for their employees to verify that the address for the employee's alternate worksite(s) comply with the distance requirements of the employee's selected PFTP option. Telework coordinators would then notify employees as to whether or not they have a regular reporting requirement to the USPTO worksite.


XIV. DISCUSSION AND GENERAL REOPENER

- A. Either party may request a meeting to discuss any issues related to PFTP. The parties agree to meet to discuss and attempt to resolve issues related to the program (including materials used for training and implementing PFTP) upon request of either party. If either party believes that changes to PFTP would be useful, the parties will make a good faith effort to expeditiously resolve any issues relative to the proposed changes. Changes will be implemented upon agreement of the parties.
- B. If the parties fail to reach agreement following discussions provided in the paragraph above, this agreement may be reopened at any point from the date it is signed.

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- C. If, during any period of reopening, the USPTO determines to move forward with a change, it will provide notice to POPA and provide an opportunity to bargain to the extent required by law. Following notification, bargaining will be at POPA's request. Bargaining will be conducted in accordance with the parties' mid-term bargaining ground rules starting with the opportunity for meetings with affected employees. The USPTO will maintain the status quo regarding the proposed changes until resolution of the issue, or the completion of bargaining (including mediation and impasse proceedings), unless permitted by law to implement these proposed changes before this time. If agreement is not reached over a POPA-proposed change, POPA may notify the USPTO of its intent to bargain, and the parties will negotiate to the extent required by law pursuant to midterm ground rules, beginning with the submission of POPA proposals.
- D. This agreement will be included in the parties' Collective Bargaining Agreement (CBA) resulting from current negotiations (resulting from the Agency's 2018 notice to reopen). Upon the effective date of the CBA, the CBA reopening provisions will govern reopening of any terms in this agreement.

Signatures:

Andrew Faile Acting Commissioner for Patents U.S. Patent and Trademark Office	Date	 Kathleen Duda President Patent Office Professional Association	2/7/2022 Date
Timothy Callahan Assistant Commissioner for Patents U.S. Patent and Trademark Office	Date	Melanie Tung Representative Patent Office Professional Association	Date

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APPENDIX A

SAMPLE OF PATENTS FULLTIME TELEWORK PROGRAM WORK AGREEMENT

uspto Welcome, [redacted]

Enterprise Telework Information System

System Administrator View | Approver View | Participant View Telework Help

[← Back to System Administrator View](#)

Current Participation and Applications | [Apply to Program](#) | [Recertify Agreement](#)

POPA - Patents Fulltime Telework Program Work Agreement

The following constitutes an agreement between the United States Patent and Trademark Office (USPTO) and an employee participating in the POPA - Patents Fulltime Telework Program:

Name	[redacted]
Employee ID	[redacted]
Business unit	PAT
USPTO office region	Washington, D.C.
Primary AWS address	550 Elizabeth Ln Alexandria, VA 22314
Floor	Main/First
Room	Office
Primary AWS phone	571-222-9876

GENERAL GUIDANCE AND PROVISIONS OF TELEWORK AT USPTO

1. All pay, leave, and travel entitlements will be based on the employee's official duty station.
2. The employee must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The employee agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For employees with government provided equipment: Upon two business day's notice by the agency, the employee will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the employee is working at home for the purpose of installing, repairing, maintaining, or removing equipment, software, or other USPTO property, or to investigate an accident or a workman'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.
5. Participants agree to comply with USPTO instructions regarding the return or removal of program materials. Other than for other documents needed by the USPTO on the next business day, participants have at least three business days to comply with those instructions.
6. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the government is liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilians Employees Claims Act, or other laws.
7. Unless otherwise specified all office policies and procedures and responsibilities remain in effect during a telework program.
8. Employees, who relocate while participating in the program, are required to update their alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>).
9. In accordance with USPTO CIO standards, employees interested in participating in a telework program must have internet service provided by cable or fiber optic with a minimum internet speeds of 15 Megabytes per second of download speed and 4 Megabytes per second of upload speed. The employee agrees that her/his internet speeds at the alternate worksite meet or exceed this requirement.
10. The employee certifies by signing below that:
 - (a) their participation in any telework program is voluntary and primarily for the employee's convenience and benefit,
 - (b) the employee is in a position eligible for the telework program the employee is entering into, and
 - (c) any relocation related to the employee's participation in the telework program elected by the employee is not eligible for any relocation expenses, including situations in which the employee voluntarily reverts back to having a USPTO Office as his/her official duty station.

SAFEGUARDING USPTO INFORMATION AND EQUIPMENT

1. The participant will protect Government/USPTO records from unauthorized 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. Section 522a.
2. The participant will ensure that Government/USPTO records taken from the USPTO are accessed only by authorized personnel.
3. The participant will safeguard documents, data files and equipment during transit and at the alternate worksite.
4. The participant must return all documents, data files, work products, drafts and notes to the USPTO upon participant ending participation in the program.

I certify that I have read and my Internet connection meets the USPTO VPN Connection Requirements.
You may be required to show proof that the Internet Service Provider you use at the alternative worksite complies with the VPN Connection Requirements.

By signing, I certify that I have read and will comply with the POPA - Patents Fulltime Telework Program provisions and Employee HR Responsibilities.

If my telework program offers TEAP as an option and I have selected TEAP as my option, my signature also certifies that I have read and will comply with the TEAP Guidelines, and I waive my right to travel reimbursement as outlined in the TEAP Guidelines.

Participant's Signature

You must enter your signature in all capital letters exactly as shown: / [redacted] /

Date 10/14/2021

Version: 1.2.0 Environment: PVT Highest role: System Administrator - Approving Telework Coordinator

Privacy Act Notice: The information being requested will be used to implement the Telework Policy and is intended to facilitate your participation in the Telework Program. Authority for this collection of information is found in several public laws on telework, including Public Law 108-447, which requires quarterly reports from agencies on the status of telework programs and Public Law 106-346, which requires agencies to establish telework programs, and in general laws which allow agencies to collect information for administrative purposes, such as 5 U.S.C. 30 I. The information will be maintained in the Agency Enterprise Telework Information System (ETIS) and used primarily within USPTO to monitor the Telework Program and provide required reports. Provision of this information is voluntary, but if you do not provide it, you may not be able to participate in any Telework Program at the USPTO.

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APPENDIX B

Caveats of using a wireless connection to connect to the VPN:

- Many variables can impact wireless performance:
 - location of the router inside house/building and distance from the customer's workstation, as well as the building's construction
 - internet speed
 - type of modem/router
 - wireless frequency and interference
 - number of users in the house/building
- Internet speeds and wireless connectivity performance impact perceived application performance:
 - Legacy Patent/Trademark Applications may not have very good response times on a wireless connection while working from home, routing across a (WAN), and using multiple internet service providers (ISP). This will lead to PTO application slowness and disconnects
 - Any video streaming / webcast / VTC / conferencing are prone to quality degradation over wireless vs wired connection
 - As we utilize more soft phone technology for voice calls, a wired connection will provide a more stable connection and thus, better quality voice calls
 - On a wireless VPN connection, Windows 10 Laptop (CPU) processing will increase due to required Security Encryption Standards, potentially causing performance issues while working from home
- Updates and security patches:
 - USPTO software updates and security patches are normally installed during Maintenance [hours](#) (12:00 AM – 5:30 AM)
 - Wake-on-Lan will not work if the wireless signal is “inactive”
 - Universal laptops connected to the VPN wireless will receive updates/security patches but only when the wireless connection is “active” and/or a user is logged in
- All of these are factors that could both increase calls to the Service Desk and impede troubleshooting.
 - The Service Desk will not be able to resolve wireless connectivity issues.

APPENDIX C

Safety Guidelines for the Alternate Worksite(s)

Employees may use the following guidelines to assist them in a review of the overall safety and adequacy of their alternate worksite(s). The following are only recommendations, and do not encompass every situation that may be encountered. Employees are encouraged to obtain professional assistance with issues concerning appropriate electrical service and circuit capacity for residential worksites.

1. Develop and practice a fire evacuation plan for use in the event of an emergency.
2. Check your smoke detectors regularly and replace any batteries as needed.
3. Have a working fire extinguisher conveniently located at your alternate worksite (in the room where you work or appropriately located to help with evacuation), and check the charge regularly.
4. Computers are heavy. Place them on sturdy, level, well-maintained furniture.
5. Choose office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
6. Locate your computer to eliminate noticeable glare from windows and lighting. Place the computer monitor at a height that is comfortable and does not produce neck or back strain. Locate computer keyboards at heights that do not cause wrist strain or place the keyboard on an adjustable surface.
7. Install sufficient lighting in locations to reduce glare on the work surface.
8. Arrange file cabinets so that opened drawers do not block ingress and egress.
9. Be sure to leave space for ingress and egress, where possible, to reduce tripping hazards.
10. Be sure electrical equipment is connected to grounded outlets.
11. Avoid fire hazards by not overloading electrical circuits.
12. Inspect and repair carpeting with frayed edges or loose seams. Avoid using throw rugs that can cause triggering hazards in your workspace.
13. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
14. Lock (CTRL+ALT+DEL) computers after the workday is over.
15. Keep your workspace clean and avoid clutter, which can cause fire and tripping hazards.
16. Use proper lifting techniques when moving or lifting heavy equipment and furniture.
17. Report accidents and injuries immediately to your supervisor.