

PATENTS PARTIAL 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 Telework Program 2013 signed on May 12, 2014.
- B. The Patents Partial Telework Program (PPTP) 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 Sections II and III below. PPTP permits participants to work at an approved alternate worksite during paid work hours to conduct their officially assigned duties without diminished employee performance.
- C. As used herein,
 - 1. "USPTO office" is defined as the Alexandria office or regional offices;
 - 2. "Official duty station" is the city/town and state in which an employee's official worksite is located;
 - 3. "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) types of worksite locations available under PPTP:
 - 1. Official worksite - the USPTO office location where participants regularly perform their duties.
 - 2. Alternate worksite - approved telework location worksite other than the official worksite that is located in the United States (including all fifty states, Washington, DC, and Puerto Rico), and meets the same Agency requirements for internet service, security, and safety as the participant's official worksite. This includes a default alternate worksite, as well as the option of one (1) additional alternate worksite (see chart in B below). Working from an alternate worksite does not change the number of hours the participant is allowed to telework.
 - 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 worksite. Participants may work from a temporary alternate worksite in exigent circumstances, such a medical emergency or evacuation due to weather. Working from a temporary alternate worksite does not change the number of hours the participant is allowed to telework.

B. The chart below is an overview of the program. All other program requirements are set forth in this agreement:

Hours per biweek	Eligibility	Schedule	Official worksite and duty station	Default alternate worksite	Additional alternate worksite*	USPTO-issued equipment
Up to 40 hours	Patents employees (restrictions for employees in initial mandatory training)	Variable	USPTO office (Alexandria headquarters or a regional office)	Approved telework location	Approved second telework location	<ul style="list-style-type: none"> • Two-factor authentication tool (ERA fob or equivalent) • headset • monitor (if applicable) • docking station • mouse • external webcam • keyboard • SOHO router (optional)

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

III. PROGRAM INFORMATION

A. GENERAL

1. Participation in telework is voluntary.
2. Participants are not required to telework.
3. Participants may work at the approved alternate worksite(s) for up to 40 hours per pay period, except for instances when the participant is required to be at their official worksite for mandatory in-person training or for other work-related activities.
4. To telework on a given day when the participant will not report to the official worksite, participants must notify their supervisor prior to teleworking. This could include one notification for recurring instances.
5. When working at the approved alternate worksite(s), examiners must perform patent examining functions and related activities, unless otherwise authorized by management. When working at the approved alternate worksite(s), non-examiners must work on tasks directly related to their job functions as defined in their Performance Appraisal Plan (PAP), unless otherwise authorized by management. Union representation duties may be performed at any approved alternate worksite(s).
6. Participants will be provided with office space at their official worksite as defined in current agreements.
7. Participants must arrange for and have access to high-speed broadband internet service that meets [Agency standards](#) at their approved alternate worksite(s).
8. Participants are considered “telework ready” as set forth in Section III,

This agreement dated February 7, 2022 replaces and supersedes in full the version signed and dated January 25, 2022.

E.1.a below.

9. This program is not open to participants on other telework programs.
10. A participant's official duty station does not change due to participation in this program.
11. Participation will not change the conditions of employment except as specified in this agreement.
12. Participants will have their performance evaluated under the criteria set out in their PAP.
13. Participants are responsible for having sufficient work and appropriate tools available for the time worked at their approved alternate worksite(s).
14. Participants may take approved leave, compensatory time, and/or credit hours on a telework day.
15. All pay, leave, and travel entitlements will be based on each participant's official duty station.
16. 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.
17. Participants are eligible for transit subsidies as set forth in the [Transit Subsidy Policy](#), including for transit to the approved alternate worksite(s) for the purposes of doing work if that site is different from the participant's home and has been approved by the Agency.
18. 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.
19. 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 the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
20. Participants must read and agree to adhere to the USPTO [Rules of the Road](#).

B. REQUIREMENTS TO BEGIN PARTICIPATION

In order to begin participation in this program, the employee must:

1. be a Patents employee (restrictions apply for employees in initial mandatory training);
2. not have been previously approved to participate in the program for a period equivalent to a full quarter within the last year, excluding shifting from the full-time telework program to the partial telework program;
3. arrange for and have access to high-speed broadband internet service that meets [agency standards](#) at their approved alternate worksite;
4. receive a USPTO-issued monitor or supply a participant-owned monitor;
5. have access to a two factor authentication tool, such as ERA fob or equivalent;
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);
7. not have been suspended pursuant to a disciplinary or adverse action within the last 12 months; and
8. 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, downloading, or exchanging 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.

C. EQUIPMENT AND SUPPLIES

1. Participants will be provided with at least the following equipment to be used at their approved alternate worksite:
 - a. monitor (unless participant uses a personally-owned monitor and does not request a USPTO monitor);
 - b. ERA fob (or replacement fob technology);
 - c. docking station;
 - d. keyboard;
 - e. mouse;
 - f. headset; and
 - g. external webcam.
2. Participants may optionally request a Small Office Home Office (SOHO) router.

3. Participants are required to use all USPTO-issued telework equipment when working at their approved default alternate worksite, as appropriate.
 - a. Participants who use a personally-owned monitor may begin teleworking up to 40 hours per pay period the biweek following notification of acceptance and receipt of a two-factor authentication tool (ERA fob or future equivalent).
4. Participants are permitted to use a personally-owned printer compatible with the USPTO equipment at their approved alternate worksite. An updated list of permitted personally-owned printers can be found [here](#).
5. Equipment may be picked up at the telework depot or may be shipped to the approved alternate worksite address on record at the participant's option.
6. Participants are responsible for determining and transporting the equipment necessary to successfully perform their official duties at their approved additional alternate worksite.
7. 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(s) 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 A). Information on how to connect to the VPN without a SOHO router is provided in the [Patents Telework Resources page](#).
8. The USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant.
9. 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. In the event of [loss, theft, or damage](#), participants should immediately:
 - a. Contact the USPTO Office of Security via phone (571-272-7800) or email (SCC@USPTO.GOV);
 - b. Notify their supervisor and property custodian of the incident;
 - c. Investigate the immediate area surrounding the loss; and
 - d. Contact the Office of the Chief Information Officer (OCIO) Service Desk on 571-272-9000.
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. 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, 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.
12. No equipment provided during mandatory telework and maximum telework has to be returned while the employee is participating in the PPTP program.
13. The USPTO will provide participants standard office supplies for use at their approved alternate worksite.

D. WORK SCHEDULES

1. Participants may work any full-time schedule approved by the USPTO. 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 a part-time schedule 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. Generally, participants will be given advance notice of at least two (2) business days for all meetings, legal lectures, training, or other events that require their attendance at their official worksite. Participants will be permitted to participate remotely, to the extent possible.
4. Participants will indicate on their timesheets (WebTA or equivalent) which days and the number of hours that were worked at the approved alternate worksite(s) in accordance with the instructions given by management.
5. Participants must have separate authorization to work overtime or earn compensatory hours. Overtime hours may be worked at the approved alternate worksite(s) and do not count toward the 40-hour telework cap.

6. Compensatory time and credit hours (Increased Flexitime Program (IFP) credit hours or Credit Hour Program) may be worked at the approved alternate worksite(s) and count towards the 40-hour telework cap. To earn credit hours at the approved alternate worksite(s) under the Credit Hour Program, participants must be eligible for the program.
7. Participants must follow established USPTO procedures when requesting and taking leave, compensatory time, or credit hours.
8. Participants may work at both their official and approved alternate worksite(s) on the same day.
 - a. Participants on fixed schedules must include their commute time as part of their unpaid break when determining their beginning and end times for the day they work in both locations, since the schedule does not allow midday flex. Fixed scheduled participants must use compensatory time or approved leave to cover commute time over 30 minutes.
 - b. Participants on IFP must include their commute time as part of a mid-day flex or their unpaid break, if taken.
9. Participants who plan to work at both their official and approved alternate worksite(s) on the same day need not schedule telework in advance. For notification purposes, participants will be treated as other participants who are scheduled to report to the official worksite and are expected to comply with the requirements of the policy on communication and collaboration regardless of where they work (see Section III, G below).
10. 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 official worksite, 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.
11. Participants should refer to the [guidelines for computer outage downtime](#) in the event of computer problems or outages.
12. 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.

E. 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 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.
- b. Situations in which an employee's ability to work is limited due to dependent care responsibilities are not covered by this agreement.
- c. Administrative leave for early/immediate 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.
- d. Administrative leave for closures not due to emergency or weather conditions will be granted to participants working at their approved alternate worksite(s).

2. Unscheduled Telework

- a. On a day that OPM announces an operating status including unscheduled telework, participants may telework part or all of their workday, or work at both their official and approved alternate worksites.
- b. When the Office is open but operating under an OPM status including unscheduled telework, and the participant is eligible and chooses to telework, the telework hours will not count towards any limits on telework hours provided in this agreement. Participants are reminded of their responsibility to have sufficient work and appropriate tools available for the time worked at the alternate worksite and to meet the requirements of Section IV on communication and responsiveness.

3. Early dismissals, late arrivals, and closures due to emergency or weather conditions

- a. Per the Agency [weather and safety leave policy](#), participants may not claim weather and safety administrative leave for a government closure, late arrival, or early dismissal if they are able to safely travel to and work from their alternate worksite, even if they are not otherwise scheduled to telework.
- b. For participants on a fixed schedule, when an early dismissal is announced

while a participant is on the USPTO campus, since the schedule does not allow midday flex, they may claim the amount of time it takes to return directly to their approved alternate worksite from the USPTO campus, but should complete their day via telework.

- c. USPTO employees with a signed telework agreement are authorized to perform unscheduled telework whenever OPM, or authorized designee, announces a closure, delayed arrival, or early departure in the region of the participant's official worksite, even if OPM's status announcement does not expressly provide the option for unscheduled telework.
- d. Options for teleworkers when OPM announces a delayed arrival, early dismissal, closure, or unscheduled telework include:
 - i. Teleworking a partial day (even if your telework agreement does not normally allow you to split days), taking unscheduled leave, or using flex time (if you are on a flexible work schedule).
 - ii. Teleworking the entire day if you have sufficient work available, unless your position requires you to perform on-site duties when the USPTO is open or your supervisor instructs you to report on that day.
- e. For closures due to emergency or weather conditions administrative leave will not normally be granted unless other conditions (e.g., a power outage at the participant's approved alternate worksite or at the USPTO or interruptions to internet service) preclude the participant's ability to perform his or her duties.
- f. Participants on IFP who notify their supervisor that they intend to flex their schedule or take leave in lieu of unscheduled telework due to a closure may work those unscheduled telework hours (up to eight (8) hours) within the same biweek; the unscheduled telework hours will not count towards the 40-hour biweekly telework limit.

F. APPLICATION PROCESS

1. Applicants must apply via the [Enterprise Telework Information System \(ETIS\)](#) or equivalent. The application process includes:
 - a. signing a PPTP agreement (see Appendix B);
 - b. certifying that the internet service at the alternate worksite (default and additional alternate worksites) meets Agency's standards; and
 - c. review of the safety recommendations of the alternate worksite (see Appendix C).
2. Application periods for participation in the PPTP will close midnight on 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. Written notification of non-acceptance will include the reason for non-acceptance.

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 partial telework program will notify the junior examiners who they train of their schedule or will schedule appointments with junior examiners who they train.

IV. ALTERNATE WORKSITES

A. General

1. The alternate worksite is defined in Section II.A.2., above.

Participants will have access to OCIO Service Desk support on their telework day(s), subject to the hours and staffing levels of the OCIO Service Desk. Participants with a defective USPTO-issued laptop or other hardware may be required to return the laptop or hardware to campus to obtain support.

2. Participants who are renters are responsible for ensuring that their lease allows for the installation of all of the necessary equipment and lines for the program.
3. Except as provided in this agreement, participants are responsible for all utility costs at their approved alternate worksite. Participants are responsible for any rewiring, updating, and improvements necessary to bring the electrical connections up to the required standards of the jurisdiction of their approved alternate worksite.
4. Participants will update the review of the safety recommendations and update their program information as needed via the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
5. The Agency has established 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 [Patents Telework Resource site](#) or equivalent.

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 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 his/her internet service again for a period of at least two (2) years, unless necessary for the proper functioning of the Agency. New participants may be required to update their internet service at any time until they have met newly-established standards at least once during their participation.

6. The Agency will not be liable for damages to a participant's personal or real property that occur in the participant's approved alternate worksite, except to the extent the Agency is held liable by the Federal Tort Claims Act or for claims arising under the Military Personnel and Civilian Employees Claims Act.

B. Approved Alternate Worksite(s)

1. The alternate worksite is defined in Section II.A.2., above.
2. Participants are permitted up to two (2) alternate worksites – the default plus one additional. See chart in “Overview” (Section II.B.), above.
3. Participants must have access to high-speed broadband internet service that meets [agency standards](#) at their approved alternate worksite(s).
4. In order to work from their additional approved alternate worksite, participants must provide notification to their supervisor prior to commencing work from their additional approved alternate worksite, to include the start and end dates for the period they will be working from the alternate worksite.
5. 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.
6. Participants living in more than one geographic location in a calendar year are reminded to consult a tax advisor.

C. Approved Temporary Alternate Worksite

1. The temporary alternate worksite is defined in Section II.A.3, above.
2. Temporary alternate worksites are intended for 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.

V. MEDICAL OPTION

- A. USPTO will consider participant requests to work from home or another authorized remote location based on a serious short-term medical need of the participant or the participant's family members. Requests should be submitted promptly to the participant's supervisor with a copy to the telework coordinator, to the extent possible. Requests will be considered promptly, generally within one (1) or two (2) weeks. The request may be to telework pursuant to the requirements set forth in the remainder of this agreement, or may be for temporary additional flexibility in scheduling and number of telework days and hours.
- B. Upon request, employees must submit documentation from a healthcare provider describing the medical condition and how the ability to telework will alleviate the condition, help the employee to recuperate, or permit the employee to care for a family member with a medical need. Medical records, including any medical information given by an employee in support of the medical telework request, will be treated as confidential and the Agency may only disclose such information, subject to its Privacy Act and Rehabilitation Act obligations, for work-related reasons on a need-to-know basis.
- C. In determining whether to approve a request under this section, the Agency may consider the work available for the employee to perform from a remote location, whether or not the employee will have remote access to USPTO IT systems, and the likelihood that the employee can be successful in working remotely.
- D. Approval to telework under this exception will be for the duration of the medical need, depending on the work available to be performed at the approved alternate worksite. In all instances, the telework granted pursuant to this medical exception may not exceed four (4) months without renewed approval. However, the approval may be reviewed at any time and may be extended or revoked (based upon the criteria set forth above).
- E. Approval of these requests for a temporary medical exception is not a "reasonable accommodation;" it is separate and independent of the Agency's Reasonable Accommodation Process and is not considered as 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/Office of Equal Employment Opportunity and Diversity (OEEOD) for assistance when appropriate.

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 this material to and from their 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 USPTO 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.

The creation of paper copies containing sensitive information should be minimized to the greatest extent possible. Once created, paper files containing CUI must be stored in a secure location, such as a locked drawer or room, until they can be properly disposed of or until such time as the information is no longer sensitive (i.e. becomes published); once no longer considered sensitive, these materials do not require specialized handling or disposal. Participants who need to dispose of materials containing CUI may do so when they next return to campus. Alternatively, participants may request a USPTO-issued General Services Administration (GSA)-approved shredder for use at their approved alternate worksite(s).

- E. When the USPTO has an unusual need for a document, data file, or other information that is located at a participant's approved alternate worksite(s), the participant may be directed to provide the requested document, data file, or other information to their official worksite within one (1) 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 their official worksite or be resolved through

other means. If the request requires the participant to return to their official worksite on a day the participant is scheduled to be away, transportation time to and from the official worksite will be treated as official duty time. When there is a normal need for material, the participant will bring the material to their official worksite on his or her next workday at their official worksite.

- F. Participants must return all USPTO documents, records, and data to the USPTO within five (5) business days of the participant ending participation in the program.

VII. WORKER'S COMPENSATION

- A. Participants are covered under the Federal Employee's Compensation Act (FECA) if injured in the course of performing official duties at the approved alternate worksite(s). If so injured, the participant will notify his or her supervisor or another designated USPTO official as soon as possible (in accordance with FECA).
- B. In order for a participant to be eligible to file a claim for worker's compensation, the participant who has an accident or injury occur while working at an approved alternate worksite must report the accident or injury to the USPTO. Upon notification, the USPTO may investigate all accident and injury reports that occur at the approved alternate worksite(s).

VIII. 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. Participants who withdraw from the program voluntarily are responsible for the return of the USPTO-issued equipment.
- C. If withdrawal is due to leaving the Agency, Agency-issued materials and equipment must be returned to the duty station 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.

IX. REMOVAL FROM PROGRAM

- A. Per a [Telework Enhancement Act \(TEA\) provision](#), an employee is ineligible to telework if the employee has been officially disciplined for viewing, downloading, or exchanging 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.

X. INFORMATION TO POPA

USPTO will provide POPA with the names, grades, email addresses, and 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 time to do so.

XI. TRAINING

The Agency will develop the initial set of training and implementation materials for PPTP and share with POPA for review, discussion, and feedback. If the Agency later decides to revise the PPTP training, it will notify and share the updated training with POPA. POPA will have an opportunity to review and provide feedback.

XII. IMPLEMENTATION


- A. This program will become effective when the USPTO exits “maximum telework” (due to the COVID-19 pandemic).
- B. Current participants will have to sign a new work agreement (see Appendix B) in the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
- C. Telework coordinators will review all work agreements for their employees.

XIII. DISCUSSION AND GENERAL REOPENER

- A. Either party may request a meeting to discuss any issues related to PPTP. The parties agree to meet to discuss and attempt to resolve issues related to the program (including materials used for training and implementing PPTP) upon request of either party. If either party believes that changes to PPTP 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.
- 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:

_____	_____		2/7/2022
Andrew Faile	Date	Kathleen Duda	Date
Acting Commissioner for Patents		President	
U.S. Patent and Trademark Office		Patent Office Professional Association	

_____	_____	_____	_____
Timothy Callahan	Date	Melanie Tung	Date
Assistant Commissioner for Patents		Representative	
U.S. Patent and Trademark Office		Patent Office Professional Association	

APPENDIX A

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 B

SAMPLE OF PATENTS PARTIAL TELEWORK PROGRAM WORK AGREEMENT

POPA - Patents Partial 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 Partial Telework Program:

Name	TIMOTHY CALLAHAN
Employee ID	62290
Business unit	PAT
USPTO office region	Washington DC
Primary AWS address	111 King St Alexandria, VA 22314
Floor	Main/First
Room	Office
Primary phone	556-568-9856
Secondary AWS address	115 King St Alexandria, VA 22314
Floor	Main/First
Room	Office
Secondary phone	565-989-8746

GENERAL GUIDANCE AND PROVISIONS OF TELEWORK AT USPTO

1. All pay, leave, and travel entitlements will be based on the participant's official duty station.
2. The participant must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
3. The participant agrees to complete surveys and attend focus group meetings and interviews to help evaluate the telework program.
4. For participants with government provided equipment: Upon reasonable advance notice by the agency, the participant will permit USPTO employees and contractors to access the alternate worksite during normal working hours on a day that the participant 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 Workers' 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.
6. The government will not be liable for damages to a participant's personal or real property during the course of performance of official duties or while using government equipment in the participant'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. All office policies and procedures and responsibilities remain in effect during a telework program unless the terms of the program agreement or guidelines specifically indicate a difference.
8. Participants who change their primary alternate worksite while participating in the program are required to update their primary alternate worksite address in the Enterprise Telework Information System (<https://etis.uspto.gov>). Participants must also keep their secondary alternate site location updated, but this does not constitute a relocation.
9. In accordance with USPTO CIO standards, participants in any telework program must have internet service provided by cable or fiber optic with minimum internet speeds of 15 Megabytes per second of download speed and 4 Megabytes per second of upload speed. The participant agrees that her/his internet speeds at the alternate worksite meet or exceed this requirement, unless a lower speed is authorized by an underlying agreement.

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 the **USPTO VPN Connection Requirements***, and that my internet connection(s) are compliant.

You may be required to show proof that the Internet Service Provider(s) you use at the alternative worksite(s) comply with the VPN Connection Requirements.

By signing, I certify that I have read and will comply with the **POPA - Patents Partial 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 Operating Procedures***; my participation is for my convenience; and, I waive my right to travel reimbursement as outlined in the **TEAP Operating Procedures**.

* You may choose to save a copy of these materials for your records.

Participant's Signature

You must enter your signature in all capital letters exactly as shown: /TIMOTHY CALLAHAN/

Date 01/19/2022

Version: 1.2.1 Environment: FOT 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. 301. 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.

This agreement dated February 7, 2022 replaces and supersedes in full the version signed and dated January 25, 2022.

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.