

Telework Agreement for Patent Employees Hired to Work Remotely from a USPTO Office

This agreement is between the U.S. Patent and Trademark Office (USPTO, Office) and the Patent Office Professional Association (POPA, Union) on telework for hires in the Patents business unit. Management has determined that, until further notice, employees hired to work remotely from a USPTO office will have the option to remain in a fulltime telework status or work in the USPTO office they were hired into (as indicated in the job announcement) with either no telework or partial telework after completing the initial phase of their employment. This agreement does not apply to employees hired into positions that are not eligible for fulltime telework, as indicated in the job announcement.

The terms of the agreement are as follows:

1. Patent employees hired to work remotely from a USPTO office from which they were hired, as indicated in the job announcement, will work under a temporary telework agreement during the initial phase of their employment.
 - a. For patent examiners, this initial phase of employment is mandatory PTA training; for POPA employees in other Patent areas, this would include any initial mandatory on-boarding process and/or training.
2. Patent employees hired to work remotely from a USPTO office will be permitted to join a Patents Telework Program after completing the initial phase of their employment.
3. Telework options available for Patent employees:
 - a. [Patents Fulltime Telework Program](#): the employee may elect to continue fulltime telework. The Office will ensure that employees selecting this option have the full set of equipment as delineated in the [program agreement](#).

- b. Patents Partial Telework Program: the employee may elect to telework up to 40 hours per biweek. The Office will ensure that employees selecting this telework option have an assigned on-campus office in the office they were hired into according to the job announcement they were hired from, in accordance to the space agreement, and the telework equipment as delineated in the agreement. Any additional telework equipment provided to the employee prior to selecting this telework option may be retained at the approved alternate worksite for the purposes of telework and is not required to be returned to the Office.
 - c. No telework: the employee may elect to work in the USPTO office they were hired into according to the job announcement they were hired from with no telework. The USPTO will assign an office in the USPTO office the employee was hired into according to the job announcement they were hired from in accordance with the space agreement.
4. Patent employees shall notify their supervisor of their preferred telework status (fulltime, partial, or none) prior to completing the initial phase of their employment.
- a. Patent examiners will let their supervisor know of their intention to continue to telework fulltime or come into the USPTO office they were hired into according to the job announcement they were hired from (whether under partial telework or no telework) prior to completing the initial Patent Training Academy (PTA) training.
 - b. Patent employees who opt to come into the USPTO office they were hired into (whether under partial telework or no telework) must provide written notification


to their supervisor at least two (2) weeks prior to completing the initial phase of employment, unless exigent circumstances exist.

- c. For fulltime or partial telework, Patent employees must follow the application process stipulated in the applicable agreement, including applying to the selected program via the [Enterprise Telework Information System \(ETIS\)](#) or equivalent.
 - d. If no notification is made and the application process is not followed, the default option will be “no telework” and employees will be required to work in the USPTO office into which they were hired.
5. The Union will be notified before job announcements requiring in-person training at a USPTO office are entered into USA Jobs.
6. Discussion and general reopener:
- a. Either party may request a meeting to discuss any issues in this agreement. The parties agree to meet to discuss and attempt to resolve issues related to the program upon request of either party. If either party believes that changes to the program 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 to the extent required by law pursuant to midterm ground rules, beginning with the submission of POPA proposals.

7. POPA acknowledges that the USPTO's obligation to negotiate has been fully satisfied.
8. This Agreement will be effective between the Parties upon the MOU passing Agency Head Review or within 30 days of the last party signing this Agreement, whichever is sooner.

Signatures:



Timothy Callahan 11/08/2022
Assistant Commissioner for Patents Date
U.S. Patent and Trademark Office



Kathleen Duda 11/1/2022
President Date
Patent Office Professional Association