

# TQAS FULL-TIME TELEWORK PROGRAM

The Training Quality Assurance Specialists (TQAS) Full-Time Telework Program will allow eligible TQAS under the Commissioner for Patents in the POPA bargaining unit to perform officially assigned duties at an alternate worksite on a work schedule as defined in Section I.C. below. As used herein, "alternate worksite" is defined as an approved, employee-designated workspace at a worksite other than the USPTO Headquarters in Alexandria, Virginia where the employee will perform their official duties. While every effort will be made to provide reasonable advanced notice to employees when they are required to be at Headquarters for meetings or training, participants must select an alternate worksite within the contiguous 48 states that will permit them to reach the Alexandria Headquarters the day after receiving notice. Travel time will not be on duty hours. The "USPTO worksite" is defined as the USPTO headquarters in Alexandria, VA, or another location approved by the Agency. Both Parties acknowledge that this agreement does not cover telework programs that are considered to be less than full-time.

## I. Procedures

### *A. Employee Participation*

- 1) Participation in the Program is voluntary.
- 2) TQAS must work on tasks directly related to their job functions as defined in their performance appraisal plan when working at the alternate worksite.
- 3) USPTO will provide POPA with the names and TC for all participating employees. If the Agency has an electronic list of e-mail addresses of participants, this list will also be provided to the Union, in electronic form. 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.

### *B. Eligibility Requirements*

Employees must meet eligibility requirements set forth herein:

- 1) Must have at least 1 year of experience as a TQAS to participate in the Program;
- 2) Must have at least a Fully Successful rating of record for entry into the program;
- 3) Not currently be subject to a performance improvement plan;
- 4) Sign and comply with the TQAS Full-Time Telework Program Work Agreement;
- 5) Demonstrate ability to work remotely by successfully completing required group training on collaboration tools with individual make-up sessions, if needed. The Office will establish requirements defining the computer skills needed to work utilizing remote access to USPTO Information Technology (IT) systems to accomplish employee job tasks without a reduction in efficiency. These requirements may include intermediate level skills needed to perform installation

of software and troubleshooting of computer operating problems using configuration menus and/or connection/disconnection of equipment. After completion of appropriate training, employees must demonstrate proficiency levels of these skills to participate in TQAS Telework.

- 6) Not be under an active investigation or proposal for disciplinary or adverse action for misconduct that would warrant suspension or removal from the program;
- 7) Not have been suspended pursuant to a disciplinary or adverse action within the last 12 months unless the Agency decides to waive this requirement;
- 8) Arrange for and use high speed broadband Internet Service at the alternate worksite as defined by the OCIO as specified at the start of this program;
- 9) Complete a self-certification of the safety of the alternate worksite. (See Attachment #1)

### ***C. Work Schedules***

1. A maximum of 12 creditable regular hours may be worked at the alternate worksite on a given day. On days employees' work 6 or more hours at the alternate worksite Monday-Friday, at least 6 shall normally be completed between 6:30 a.m. and 7:00 p.m. If the employee works less than 6 hours, all hours worked must be completed during this band. Any other hours worked on this day must be completed during the hours appropriate to the IFP work schedule. All forms of approved leave, including compensatory time and credit hours, may be used to meet the required hours on these days. Leave, of any sort, however, may not be used on a regular basis to avoid the requirements of this paragraph.
2. In addition, participants are required to specify pay period working days and hours (from X:00 to Y:00) using communication tools such as email and the "available" feature of the presence indicator collaboration tool. Work schedules must be communicated on the first work day of each pay period and updated timely upon any change during that pay period. (See Attachment #2)
3. Participants shall adjust their schedule to attend all meetings and training.
4. Participants may participate in the 50 mile radius agreement including changing duty station and signing a new work agreement. If the participant chooses not to participate in the 50 mile radius agreement then they shall work at the USPTO worksite two days per pay period, Monday through Saturday, between 7:30 am and 6:00 pm, with only one but not both Saturdays of pay period at the office. The duration will be a minimum of one (1) hour and a maximum of twelve (12) hours. Circumstances may permit the Agency to reduce or eliminate this requirement to work at the USPTO worksite in the future. All forms of approved leave, including compensatory time, may be used to meet the required hour(s) on this day. Leave, of any sort, however, may not be used on a regular basis to avoid the requirements of this paragraph to work at the USPTO worksite twice per pay period.

5. Participants may use the Agency's computerized reservation system to reserve an undesignated workspace and workstation ("hotel workspace") to be used when working at the USPTO worksite. Participants will not have a designated (i.e., permanently assigned) workspace or workstation at the USPTO worksite. Reserving workstations and workspace in the reservation system will be on a first-come, first-served basis. In the event the computerized system is unavailable, alternative reservation procedures will be utilized. Management may approve or disapprove requests to use hotel workspace on a space available basis.
6. TQAS participants may telework on the same day that they worked at the USPTO worksite provided the maximum number of authorized work hours is not exceeded.
7. Participants assigned to certain activities may be required to work at the USPTO worksite for prescribed periods of time in accordance with the business needs for the activity, at the discretion of the Agency.
8. All participants in the Program are required to use an electronic Time and Attendance (WebT&A) program set forth by the Agency. Participants will indicate on their timesheets which days were worked at the USPTO worksite.
9. Participants who have been approved in advance to work overtime, credit hours or compensatory time may work these hours at the alternate worksite or by scheduling hotel workspace.
10. Participants working at the alternate worksite will be granted the same holidays as employees at the USPTO worksite.
11. Early departures, delayed arrivals, Office closures and partial dismissals (i.e., dismissal of a portion of the USPTO campus) due to road conditions or conditions that affect part or the entire USPTO worksite normally do not affect the status of employees working at an 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.
12. Early dismissal of USPTO employees or closure of the USPTO Headquarters in Alexandria, VA for non-emergency conditions, such as on the day prior to a Federal Holiday, will be granted to employees working at an alternate worksite.
13. In the event that remote access or equipment problems prohibit working at an alternate worksite, the Agency may direct affected employees to report to the USPTO worksite, change their work schedule or request appropriate leave, at the employee's option.
14. In the event the participant believes that service disruptions will significantly impact their ability to complete their work or work schedule obligations, the employee should immediately contact the Agency to schedule hotel work space. Space permitting, requests for hotel work space will be granted. Alternatively, the employee may request appropriate leave.

#### ***D. Application Process***

- 1) Participants in the TQAS Full-Time Telework Pilot Program will not have to apply for this program and will be grandfathered into the permanent program if they continue to meet eligibility requirements.
- 2) In preparation for the initial implementation, there will be an application period prior to the commencement of the Program. The Agency will place an announcement of the application period on the USPTO Weekly or through the chain of command with appropriate links to a copy of this agreement, and an application/work agreement (Attachments #3 and 4) including instructions on how to apply for the program.
- 3) After the initial application period, the Agency will maintain application information on the intranet so that TQAS may apply for the program at any time.
- 4) 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 within 2 weeks of closure of the application period or, after the initial application period, within two weeks of the filing of the employee's application.
- 5) The Agency will make training, work agreement and safety self-certification available to accepted employees so that they may begin teleworking at the beginning of the pay period following their acceptance into the program. However, it is the employee's responsibility to complete the training and submit required materials prior to commencement of full-time telework.
- 6) If the alternate worksite is the participant's home, the participant must designate a room or location in their home for placement and use of the equipment and material for the TQAS Full-Time Telework Program.
- 7) Participants will complete a self-certification of the safety of their alternate worksite and promptly update the self-certification if the designated room or location changes.

#### ***E. Consultation and Collaboration***

- 1) All employees are expected to provide customer service to both internal and external stakeholders by being accessible and available during working hours. Participants working at the alternate worksite must check and respond appropriately to voicemail and e-mail periodically throughout their workday.
- 2) Participants will be available for consultation during their workday. Participants are required to use the Office Communicator (or any later equivalent) to provide others with schedule and real-time availability information. A combination of automatic presence awareness indicator, personalized contact card information and customizable status information is recommended to give others accurate and updated availability information.

#### ***F. Participant (Voluntary or Involuntary) Withdrawal from Program***

- 1) Participants may voluntarily terminate participation by giving written notification (via e-mail) to the Telework Coordinator and their supervisor. Notice of termination should be given two weeks in advance unless exigent circumstances exist.
- 2) In the event that a participant leaves the Program, the employee will be assigned an office consistent with the parties' agreements on office space. The employee may be put in temporary office space for up to 30 days.
- 3) Prior to removing a Participant for a performance reason, management will coach and mentor the participant to improve their performance. If the coaching and mentoring is successful in improving the participant's performance, the participant will not be removed from the Program.

Employees may voluntarily choose to change their official worksite back to the Alexandria headquarters at any time and are encouraged to use their best judgment in returning to the Alexandria headquarters if circumstances at their remote duty station may be a factor for declined performance. Supervisors and employees are encouraged to discuss this option.

- 4) All Agency-owned materials associated with this program must be returned by the employee to the USPTO worksite within 10 business days from the end of the employee's participation in the program. If exigent circumstances exist which prevent such return, arrangements for return of materials must be scheduled with the Telework Coordinator or their designated Agency official within 5 business days from the end of the individual's participation.
- 5) Abuse of the program guidelines may result in suspension or removal from the program.
- 6) In order to continue in the program, participants must follow the Agency standards governing ethical behavior, conduct, and confidentiality regardless of where the official duties are performed. An employee may be removed from the program for up to 12 months if the employee has received a disciplinary or adverse action. If the Agency believes the employee should be precluded from participating in the program for longer than this period, the Agency will include this decision in the disciplinary/adverse action. On a case-by-case basis, the Agency may temporarily remove an employee being investigated for serious violations of the above standards, including proposed actions. Temporary removal will last no longer than 100 days from the date of removal, unless the issue is referred to the Inspector General or the Department of Justice.

#### ***G. Files and Documents***

- 1) Participants will be able to work on documents and data files at the participants' designated alternate worksite. Only for the purposes of this program, participants will be permitted to remove documents from the USPTO worksite in order to perform their officially assigned duties at the alternate worksite. The participant is responsible for the transportation of the documents to and from the alternate worksite. The Agency may impose limitations on the number and duration of removed documents and data files. Further, the Agency may mandate the use of

specific media for transporting documents and data. No official paper document taken out of the USPTO worksite shall remain at the alternate worksite longer than ten (10) business days without prior supervisory approval. Likewise, Participants who request leave for longer than three business days should return all documents to the USPTO worksite prior to using the leave. Alternatively, supervisory approval for keeping the documents at the alternate worksite for the duration of the requested leave must be obtained prior to using the leave.

- 2) Employees are to contact the USPTO HelpDesk 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 USPTO system failure guidelines. If the problem cannot be resolved within one hour, the employee must inform the supervisor of the problem (including via e-mail or voicemail).
- 3) Participants must ensure that the designated location at the alternate worksite 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.
- 4) The Agency maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant. Use for private purposes is prohibited except as permitted by the Agency.
- 5) When the Agency has an unusual need for a document that is located at the alternate worksite, 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.

## **II. 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 Agency will take reasonable measures to ensure data response time to deliver responses to the USPTO remote access Internet firewall connection. It is understood that 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.
- C. The Agency may require the return or exchange of any or all equipment, software or other materials provided. The Agency is not responsible for non-Agency provided

equipment if problems occur. The participant must come to USPTO Headquarters to return or exchange any or all equipment as necessary.

- D. Necessary hardware and software will be provided as part of the Program by the Agency.
- E. Only hardware and software authorized by the Agency for the alternate worksite may be used by a participant in the Program. Government owned equipment at the 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 or software to a government-provided home workstation or computer.
- F. With the understanding that the location of work affects the practicality of maintaining support at comparable levels, to the extent practicable, the Agency shall offer comparable levels of support, software and equipment to all employees at their workstations.
- G. Participants will be reimbursed for ISP in the same manner as employees on PHP.

### **III. Rights and Responsibilities**

- A. Participation in the Patent TQAS Full-Time Telework Program will not change the conditions of employment except as specified in these guidelines.
- B. Employees participating in the Patent TQAS Full-Time Telework Program will have their performance evaluated under the criteria set out in their Performance Appraisal Plan.
- C. Participants who are renters are responsible for ensuring that their lease allows the installation of all the necessary equipment and lines for the program.
- D. The participant is responsible for ensuring compliance with all local laws or rules governing an office in their home.
- E. Participants are responsible for any utility cost, heating, cooling, phone service, and lighting at the participant's alternate worksite. 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.
- F. Participants will maintain reasonable care of all Agency-owned materials and equipment. The Agency acts as the insurer for damage, theft or other loss (e.g. fire, flood, etc.) of the Agency materials and equipment.
- G. Participants are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties at the 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 alternate worksites.

- I. Upon at least one week's advance notice by the Agency, the employee agrees to permit inspections by the Agency (including contractors) of the work area at the employee's 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 Patent TQAS Telework Program. 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 safety problems arising from the administration of Patent Full-Time TQAS Telework Program. Routine inspections will be scheduled at the convenience of the parties without undue delay.
- 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.
- K. Participants will adhere to the USPTO IT Rules of the Road.

#### **IV. Miscellaneous**

- A. The Agency will provide participants in the standard office supplies for use at the alternate worksite. The Agency will provide the supplies at the USPTO worksite.
- B. Participants are eligible for transit subsidies as set out in the Transit Subsidy Agreement, including for transit to the alternate worksite if that site is different from the employee's home.

#### **V. Evaluation and Continued Discussions**

- A. Quarterly, the Agency shall evaluate the Program to determine if and when participants in this program will be considered eligible for participation in the TEAPP. Upon such a determination, the Agency agrees to contact POPA to promptly work out logistics, if any, necessary for including the TQAS in the TEAPP.
- B. POPA will be invited to attend any meetings with employees for gathering feedback concerning the Program. Management shall provide POPA with all survey results or data gathered for the purpose of evaluating the program.
- C. If asked, participants will participate in surveys and focus sessions. Participants will adjust their work schedule as necessary to participate in the Patent TQAS Full-Time Telework evaluation. Co-workers and supervisors may also be surveyed.
- D. The parties shall meet at the request of either party, to discuss issues related to the Program and to determine if any changes should be implemented. Agreed-upon changes will be implemented.



## **VI. Meetings**

The parties agree to meet to discuss and attempt to resolve issues related to the program (including materials used for training and implementing TQAS Full-Time Telework Program) upon request of either party. These meetings will be held at least annually and generally within one week of a request from either party.

### **A. Training and other Implementation Materials**

The Agency and POPA will jointly develop the initial set of training and implementation materials for TQAS Telework Program. If, in the future, the Agency determines to revise TQAS Telework Program training or implementation materials, it will promptly provide a copy of the revised materials to POPA and schedule a meeting for the parties two weeks later. The Agency will not apply revised training or implementation materials during this time, unless delay is impractical, in which case the Agency may apply the materials immediately.

If POPA determines that a meeting over the revised materials is unnecessary, it will advise the Agency of such. The Agency may then apply the revised materials (if they have not already been applied), and the application of the materials from that point forward may provide the basis for determining the parties' past practice.

If the parties do meet to discuss the revised materials, then following the meeting, POPA will inform the Agency within two weeks of any objection to the revised materials on the grounds of inconsistency with the terms of this Agreement. If no objection is made within that two-week period, the Agency may then apply the revised materials (if they have not already been applied), and the application of the materials from that point forward may provide the basis for determining the parties' past practice.


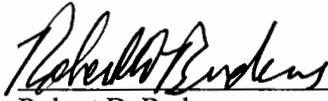
If an objection is made within the two-week period, then the parties agree to discuss the proposed revisions, with the goal to either bring the materials in line with both parties' interpretations of TQAS Full-Time Telework Program or to agree upon and memorialize changes to this Agreement consistent with the revised materials. If agreement is not reached within a reasonable period of time, then either party may refer the issue to a mediator/arbitrator.

Under such a referral, the mediator/arbitrator will be chosen by alternating strikes (with the coin toss winner striking second) from a list provided by FMCS. The mediator/arbitrator shall first attempt to facilitate the parties' discussions over the revised materials. If facilitation is unsuccessful, then the mediator/arbitrator shall be charged with answering only whether the Agency's revised training or implementation materials are consistent with the terms of TQAS Full-Time Telework Program. The mediator/arbitrator will not issue an "award" or remedy, but rather only a decision as to whether the materials are consistent with the terms of the Agreement. If the materials before the mediator/arbitrator contain more than one provision which is allegedly inconsistent with the terms of TQAS Full-Time Telework Program, then the mediator/arbitrator shall issue a decision as to each provision. The parties agree to streamline the decision process by waiving all post-hearing briefs and by requiring a

written decision from the mediator/arbitrator in no more than four weeks from the date on which the record in the case closes.

## VII. EFFECTIVE DATE

Once signed by the parties, this MOU shall become effective at the earlier of Agency Head approval or 31 days after the date it is signed by the last signatory. If the Agency Head approves or disapproves the MOU, POPA will be notified of the date of that approval or disapproval.

	5/30/13		30 May 2013
Andrew Faile	(Date)	Robert D. Budens	(Date)
Deputy Commissioner for Patent Operations		POPA, President	

## **Attachment #1 - TQAS Full-Time Telework Program Alternate Worksite Safety Guidance**

This list constitutes general safety guidance to be maintained at the alternate worksite.

### **Workplace Environment**

- 1) Temperature, noise, ventilation, and lighting are maintained at levels that enable you to perform your normal duties.
- 2) Stairs with four or more steps are equipped with handrails.
- 3) Electrical systems at the alternate worksite are in good working order.
- 4) Chairs are sturdy and safe to sit on.
- 5) Phone lines, electrical cords, and extension wires are not in pathways and walkways.
- 6) Air vents on computers and other electrical equipment are not obstructed.
- 7) Lighting is adequate for reading.
- 8) If the alternate worksite is at an employee's home, it must be equipped with smoke/fire detectors that are in proper working order.

## **Attachment #2 - Increased Flexitime Policy (IFP) Program**

- A type of flexible work schedule that allows Full-Time employees to work their regular hours in less than 10 full workdays
- Must satisfy the 80-hour work requirement between the hours of 5:30 a.m. and 10:00 p.m., Monday through Saturday
- May vary the number of hours worked each day. Maximum number of hours worked per day is 12.
- May vary the number of days worked each week.
- Must work a minimum of 4 days per week, including core hours
  - Core hour requirement for non-bargaining unit employees is from 1:00 p.m. to 2:00 p.m. each Tuesday
  - Core hour requirement for NTEU 243 and 245 bargaining unit employees is from 1:00 p.m. to 2:00 p.m. each Tuesday
  - Core hour requirement for POPA bargaining unit employees is from 1:00 p.m. to 2:00 p.m. each Thursday
- Credit hours may be worked on Sunday
- Employee must maintain at least "Fully Successful" performance in order to participate in the IFP

**Attachment #3 –TQAS Full-Time Telework Program Agreement with 50 Mile Radius Option**

**TQAS Full-Time Telework Program Work Agreement w 50 Miles Radius Option**

The following constitutes an agreement between the U.S. Patent & Trademark Office and

**Employee Name:**

**Employee ID:**

An employee participating in the TQAS Full-Time Telework Program.

The employee's official duty station is:

**Street Address:**

**Floor:**

**Room:**

**City, State:**

**Phone Number:**

The alternate worksite address is:

The alternate worksite is described as follows:

**U.S. Patent & Trademark Office**

**Art Unit:**

**Street Address:**

**City, State**

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- 1) The employee has read and agrees to adhere to the terms of the TQAS Full-Time Telework Program.
- 2) All pay, leave and travel entitlements will be based on the employee's official duty station.
- 3) The employee must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
- 4) The employee agrees to complete surveys and attend focus group meetings and interviews to help evaluate the TQAS Full-Time Telework Program.
- 5) Upon notification, the Agency may investigate any accident and injury reports that occur at the alternate worksites. Upon at least one week's advance notice by the Agency, the employee agrees to permit inspections by the Agency (including contractors) of the work area at the employee's 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 Patent TQAS Telework Program. 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 safety problems arising from the administration of Patent TQAS Telework Program. Routine inspections will be scheduled at the convenience of the parties without undue delay.
- 6) Participants agree to comply with USPTO instructions regarding the return or removal of program materials and equipment. Other than for patent applications or other documents needed by the USPTO on the next business day, participants will have at least 10 business days to comply with those instructions.

7) The employee has read the Alternate Worksite Safety Guideline. To the best of the employee's knowledge, the alternate worksite is safe and will be maintained as such.

8) If a telephone service is provided at government expense at the alternate worksite, the employee agrees to maintain telephone service for their private use.

**SAFEGUARDING PATENT FILES AND INFORMATION**

9) 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, or remotely accessed from, the approved alternate worksite (e.g., employee's home) or designated USPTO worksite. Documents under secrecy orders or containing national security markings cannot be remotely accessed, nor can they be removed from the USPTO worksite.

10) The employee will keep in confidence patent documents and information therein in accordance with 35 U.S.C. 122.

11) The employee will safeguard patent files and other documents during transit and at the worksite.

12) Participants will be able to work on documents and data files at the participants' designated alternate worksite as defined in the TQAS Full-Time Telework Program.

13) The employee will ensure that only authorized personnel access the patent files and other documents taken from the USPTO.

**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 the Alexandria Headquarters (also Headquarters) to my residence as well as a relocation of my official duty station back to Headquarters upon my exiting this option or the telework program. Further, I acknowledge that my residence is currently within a fifty mile radius from Alexandria (based on paragraph 1 c. of the 50 Mile Radius Agreement between POPA and the USPTO). I further acknowledge that if I plan to relocate my residence to a different location after being approved to participate in this option, within two weeks I will notify and request approval from my supervisor and the program coordinator of a change in my alternative worksite and recertify that my new location is compliant with program requirements. If I move outside the fifty mile radius, my duty station will revert to the Alexandria Headquarters.**

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I certify that I have read and will comply with the aforementioned provisions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## Attachment #4 – TQAS Full-Time Telework Program Agreement

### TQAS Full-Time Telework Program Work Agreement

The following constitutes an agreement between the U.S. Patent & Trademark Office and

**Employee Name:**

**Employee ID:**

An employee participating in the TQAS Full-Time Telework Program.

The employee's official duty station is:

**Street Address:**

**Floor:**

**Room:**

**City, State:**

**Phone Number:**

The alternate worksite address is:

The alternate worksite is described as follows:

**U.S. Patent & Trademark Office**

**Art Unit:**

**Street Address:**

**City, State**

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- 1) The employee has read and agrees to adhere to the terms of the TQAS Full-Time Telework Program.
- 2) All pay, leave and travel entitlements will be based on the employee's official duty station.
- 3) The employee must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
- 4) The employee agrees to complete surveys and attend focus group meetings and interviews to help evaluate the TQAS Full-Time Telework Program.
- 5) Upon notification, the Agency may investigate any accident and injury reports that occur at the alternate worksites. Upon at least one week's advance notice by the Agency, the employee agrees to permit inspections by the Agency (including contractors) of the work area at the employee's 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 Patent TQAS Telework Program. 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 safety problems arising from the administration of Patent TQAS Telework Program. Routine inspections will be scheduled at the convenience of the parties without undue delay.
- 6) Participants agree to comply with USPTO instructions regarding the return or removal of program materials and equipment. Other than for patent applications or other documents needed by the USPTO on the next business day, participants will have at least 10 business days to comply with those instructions.

7) The employee has read the Alternate Worksite Safety Guideline. To the best of the employee's knowledge, the alternate worksite is safe and will be maintained as such.

8) If a telephone service is provided at government expense at the alternate worksite, the employee agrees to maintain telephone service for their private use.

**SAFEGUARDING PATENT FILES AND INFORMATION**

9) 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, or remotely accessed from, the approved alternate worksite (e.g., employee's home) or designated USPTO worksite. Documents under secrecy orders or containing national security markings cannot be remotely accessed, nor can they be removed from the USPTO worksite.

10) The employee will keep in confidence patent documents and information therein in accordance with 35 U.S.C. 122.

11) The employee will safeguard patent files and other documents during transit and at the worksite.

12) Participants will be able to work on documents and data files at the participants' designated alternate worksite as defined in the TQAS Full-Time Telework Program.

13) The employee will ensure that only authorized personnel access the patent files and other documents taken from the USPTO.

14) The employee will notify and request approval from their supervisor and the program coordinator of a change in the employee's alternate worksite and recertify that the employee's new location is compliant with program requirements.

**I certify that I have read and will comply with the aforementioned provisions.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_