

AGREEMENT

THE UNITED STATES PATENT AND TRADEMARK OFFICE

And

NTEU 245

TELEWORK PILOT PROGRAM

This agreement between the U.S. Patent and Trademark Office (“USPTO” or “Management” or the “Office”) and the National Treasury Employees Union Chapter 245 (“NTEU” or “Union”) establishes the terms and conditions for implementing the Trademark Examining Attorney Telework Pilot Program (Fiscal Year 2014) (“Pilot Program” or “Pilot”) and is a supplement to the Agreements and MOUs on the USPTO Trademark Work At Home Program which remain in effect. This agreement also modifies and incorporates by reference the Guidelines for the TWAH Hoteling Program and Telework Pilot Program Guidelines (Fiscal Year 2014) (“Guidelines”).

1. The 2011 Agreement between the parties concerning the Two Days per Bi-week Pilot Program is ended with the implementation of this agreement and is replaced by this agreement, subject to the exception in paragraph 5.
2. Participants:
 - a. **GS-12 Group** – Subject to paragraph 2(d.), up to twenty-four participants who are, at the time of submitting an application, GS-12 examining attorneys with probationary full signatory authority, will be permitted to work from home two days or three days per bi-week, per paragraph 7(a), in the Washington, D.C. metropolitan area under this Pilot Program.
 - b. **GS-13/14 Group** -- Subject to paragraph 2(d.), up to twenty-four participants, who are, at the time of submitting an application, GS-13 or GS-14 examining attorneys, will be permitted to work from home up to thirty-two hours per bi-week in the Washington, D.C. metropolitan area under this Pilot Program.
 - c. All participants will be those eligible, approved volunteers who request to participate in this Pilot Program and who have demonstrated a proficiency in working independently in an electronic environment without substantial technical assistance. Applications, training and deployments will be available quarterly for the GS-13/14 participants. Applications, training and deployments will be available on a rolling basis for GS 12s, at least on a monthly basis after the first deployment. Once equipped and trained, approval will be given for deployment.
 - d. If participants at the GS-12 level are promoted to GS-13 during the Pilot, and there are no available slots remaining for the GS-13/14 Group, then such participants may continue to participate in the Pilot as part of the GS 13/14 Group. Such participants will not count towards the twenty-four participant total for the GS-13/14 Group unless and until slots become available in the GS-13/14 Group. However, new GS-12 participants will not be selected to replace members

of that group that are promoted. Likewise, if there are more applicants than slots available for the GS-12 level and there are slots available for the GS-13/14 Group, then GS-12 applicants will be accepted to participate from the available GS-13/14 Group slots as members of the GS-12 Group. The total number of participants from both groups combined at any one time will not exceed forty-eight, unless Management and NTEU agree otherwise.

3. Participants in the Pilot Program must be at least a GS-12 trademark examining attorney with probationary full signatory authority, must be performing at the level of overall fully successful as of deployment, must be full time employees and are required to be on the Office's Increased Flextime Policy Program work schedule.
4. All participants must provide their own high speed internet service which meets all current Office requirements and use their Office provided laptop computer and headset for telephony. Additionally, GS-13/14 participants may elect to have the Office provide monitors and docking stations and associated peripherals (except printers). The Office will provide no other equipment. Participants must not connect their laptop to any equipment other than the Office provided equipment and participants' equipment required for internet connectivity unless otherwise approved. Participants must follow all applicable TWAH Guidelines and current Office policies and procedures for using computer equipment including the USPTO Rules of the Road. Participants may only telework from the location identified in their Work Agreement, unless otherwise authorized.
5. All participants in the 2011 Agreement for the "Two Days per Bi-week Pilot Program" will be presumed to be participants in this Pilot Program and will count towards the total number of twenty-four GS-13/14 participants. They will continue under the 2011 Agreement until deployed under this agreement. Should any participant in the 2011 Two Days Per Bi-week Pilot Program choose to not participate in this Pilot Program, they will return to working at the USPTO's Alexandria, Virginia duty station (Headquarters) full time effective the date of this agreement and they will not be approved to work from home, unless they are accepted into the TWAH Hoteling program or otherwise authorized.
6. In the event that more than twenty-four qualified employees seek to participate in either the GS-12 Group or the GS-13/14 Group of the Pilot Program, participants will be selected as defined in § 3.2(c) of the 2013 TWAH Hoteling and Telework Guidelines.
7. Participants in this Pilot Program will be allowed to work from home as follows:
 - a. **GS-12 Group:** All participants will be allowed to work two days per bi-week, up to 20 hours per bi-week, Monday through Saturday. With approval from their managing attorney, which will not be unreasonably withheld, participants may telework up to three days per bi-week, up to 24 hours per bi-week, Monday through Saturday. On the days that they work from home, participants will, absent approval by their manager, work a full day for a minimum of 4 hours. It is

expected that on the days a participant works from home, she/he will not be working in the Alexandria duty station absent approval by their managing attorney or designee. Pilot Program participants will notify their managing attorney or designee which day(s) in each bi-week they will be working from home. This notification must be provided no later than the last day of the preceding bi-week. Management reserves the right to require a participant's physical presence at the Alexandria duty station due to operational needs. Participants in the GS-12 Group may work overtime from home when overtime is authorized. Overtime will not be considered part of the 20/24 hour maximum time at home.

- b. **GS-13/14 Group:** Participants in this group may work from home up to 32 hours per bi-week at any time during regular business hours, Monday through Saturday. Pilot Program participants will do one of the following with respect to providing notice of when they are teleworking:
- Notify her/his managing attorney of a regular telework schedule for every bi-week;
 - Notify her/his managing attorney by Friday each week of the telework schedule for the upcoming week; or
 - Update the presence indicator to accurately reflect the location where the participant is working.

If a participant wishes to change their telework schedule they will notify their managing attorney or designee before teleworking on an unscheduled day. Management reserves the right to require a participant's physical presence at the Alexandria duty station due to operational needs. Participants in the GS-13/14 Group may work overtime from home when overtime is authorized. Such time will not be considered part of the 32 hour maximum time at home.

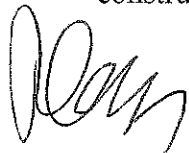
- c. Participants should not use leave or other means to routinely avoid being present in the Office on a regular and recurring basis.
8. No participants in the Pilot Program will be permitted to work Compensatory Time at home.
9. The TWAH Hoteling Program and Telework Pilot Program Guidelines (Fiscal Year 2014) are applicable to participants in this Pilot Program except where they conflict with the terms of this Agreement. Participants are required to sign applicable TWAH Agreements and Safety Certifications. Participants may be required to work at home as directed and not report to Headquarters should there be a pandemic flu or other emergency. Such work at home hours will not be counted toward the maximum allowed work at home hours. If a participant is moving his/her residence, thirty days' prior notice to and approval by the TWAH coordinator is required for continuing in the Pilot.
10. The provisions of the Guidelines regarding closures and delays of the Office due to weather, road conditions, or conditions at or around the Alexandria duty station (Headquarters) remain in effect and apply to participants of this Pilot Program. Generally, on the day of a weather event when there is an announced delayed arrival, early departure

or closure, a participant will be considered *telework ready* and will not be granted administrative leave if a participant:

- was scheduled to telework that day,
- teleworked the previous business day, or
- received notice on the last business day the employee was at Headquarters to bring home his/her laptop home.

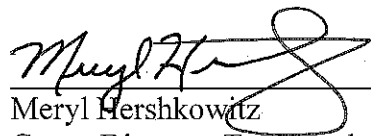
When unscheduled leave or unscheduled telework is available, participants may choose to use appropriate, approved leave or, if *telework ready*, may telework. Additionally worked telework hours due to weather events will not be considered part of maximum allowed work at home hours.

11. In rare circumstances, where extended approved leave, because of life events, such as, illness, disability, care of a family member, or birth or adoption of a child, may be appropriate, participants may request additional telework hours as an alternative or adjunct to using approved leave. If appropriate, this request may be granted at the discretion of the TWAH coordinator.
12. The TWAH Working Group will conduct an evaluation of the Pilot Program no later than April 2014, unless otherwise agreed upon by the parties. Moreover, the TWAH Working Group will periodically meet to discuss:
 - participation data;
 - the number of hours participants telework and are approved or disapproved to telework;
 - the pilot's effect, if any, on meeting Office goals; and
 - any other issues regarding the Pilot Program.
13. The term of this agreement will be one year from implementation and may be extended upon agreement by the parties. Implementation will occur no later than the first quarter of FY 2014. Management reserves the right to terminate any work at home program at any time due to operational needs. Extension, modification or termination of any of the programs will occur only after consultation with the Union. Nothing herein should be construed to waive any rights of the Union or Management.



Howard Friedman
President, NTEU, Chapter 245

Date: 9/27, 2013



Meryl Hershkowitz
Group Director, Trademark Law Offices

Date: 9/27, 2013