

## Temporary Extension of TEAPP Operating Procedures

December 29, 2020

This memorandum of understanding (MOU) between the National Treasury Employees Union, Chapter 243 (NTEU 243), the National Treasury Employees Union, Chapter 245 (NTEU 245), and the Patent Office Professional Association (POPA) (collectively unions) and the United States Patent and Trademark Office (USPTO) extends and modifies the [Operating Procedures](#) currently applicable to employees working under the Telework Enhancement Act Pilot Program (TEAPP) as set out below. It further provides for possible participation by additional employees for the duration of this MOU.

1. **Purpose:** The purpose of this MOU is to provide additional time to see whether Congress and the President will authorize permanent authority under the Telework Enhancement Act of 2010 whereby employees who have moved away from the USPTO headquarters for their sole convenience waive their right to travel expense reimbursements for travel back to USPTO headquarters. The test program, TEAPP, is set to expire on December 31, 2020. To the extent any employee obligations or telework programs have been modified as a result of the COVID-19 pandemic, this MOU is not intended to limit those temporary modifications.
2. **Extension of TEAPP Operating Procedures:**
  - a. For all employees who are enrolled in TEAPP as of December 31, 2020, the TEAPP Operating Procedures (Operating Procedures) will remain in effect, except for provisions concerning the waiver of travel expense reimbursements as described in section 3, below.
  - b. For employees not enrolled in TEAPP as of December 31, 2020, the Agency will make available a "Gap Agreement" that allows eligible employees to change their duty stations and subscribe to the Operating Procedures, except for provisions concerning the waiver of travel expense reimbursements. See Exhibit A, Gap Agreement.

3. **USPTO Pays for Travel Expenses:** For the duration of this MOU, the USPTO will pay employee travel expenses for mandatory trips back to the USPTO. The Operating Procedures provide additional information about what constitutes a “mandatory trip” and the procedures under which notice of mandatory trips is given.
4. **Right to Relocate:** All participants that have signed agreements to adhere to the Operating Procedures will have the right to relocate as set out in the Operating Procedures so long as the new location meets the requirements for approval as a new alternate work location.
5. **Current Participants—No Need to Reapply:** Any employee who is enrolled in TEAPP as of December 31, 2020 (“current” participants) will not need to reapply for participation under this MOU. This includes those who have been conditionally accepted under Section 8 of the Operating Procedures. Those who have been conditionally accepted and are still in the conditionally accepted status as of the date of this Gap Agreement will start a new 4 month (NTEU 245) or 6 month (NTEU 243) period to meet all criteria to be full participants as set forth in Section 8 of the Operating Procedures. The new period begins on the date this agreement is signed and will expire at the earlier of the expiration of this agreement without a TEAPP extension or the end of the 4 or 6-month period.
6. **New Participants:** For the duration of this MOU, the USPTO will continue to review applications and approve new participants to the program as appropriate under the Operating Procedures. As stated above, these new participants will be required to sign a Gap Agreement that covers the terms of their participation as well as the status of the employees should this MOU expire without an extension of TEAPP authority. Employees who execute the Gap Agreement will be treated the same as current TEAPP participants unless they fail to execute a TEAPP work agreement (Appendix A of the Operating Procedures) within the first thirty days following the implementation of TEAPP as contemplated in paragraphs 7(a) and 8 below. Conditional application periods for participants approved

between the date of this agreement and the Gap Deadline will run for the period specified in the Operating Procedures or the date that this agreement expires without a TEAPP extension, whichever comes first, at which point they must sign a TEAPP work agreement (Appendix A of the Operating Procedures) or lose their conditional approval.

7. **Duration of MOU:** This MOU will expire upon the earlier of:
  - a. TEAPP becomes law and goes into effect; or
  - b. The date that the Agency determines the Alexandria, Virginia campus is in "Phase 3" as described in the *USPTO COVID-19 Pandemic Response Policy for Re-Opening USPTO Facilities*, or a later date agreed to by the parties.
  
8. **If TEAPP is extended as described in 7.a above:** If TEAPP is codified into law and goes into effect with any necessary approvals, the Operating Procedures and prior TEAPP MOUs will continue to apply as if TEAPP never expired. Employees will again be responsible for their own travel costs as set out in the Operating Procedures (including limitations on the number of mandatory trips).

9. **If TEAPP is not extended by the date described in 7.b. above:** If TEAPP is not made permanent by the date described in 7.b. above (hereinafter "Gap Deadline"), all employees governed by the Operating Procedures will retain their duty stations as of the Gap Deadline, except as noted in paragraph 6 above. The Operating Procedures will cease to apply the day after the Gap Deadline and each employee's underlying telework agreement will govern his or her telework, except to the extent that the underlying telework agreement requires regular reporting to USPTO headquarters. These employees will not be required to report regularly to USPTO headquarters as long as their duty stations remain elsewhere, including situations where these employees move to other locations outside of the local area of USPTO headquarters in Alexandria, Virginia.

/s/  
Frederick Steckler  
Chief Administrative  
Officer  
USPTO

12/30/2020  
Date

/s/  
Kelvin Adefehinti  
for Harold Ross  
President  
NTEU 243

12/30/2020  
Date

/s/  
Jay Besch  
President  
NTEU 245

12/30/2020  
Date

/s/  
Kathleen Duda  
President  
POPA

12/30/2020  
Date

## Attachment A

### USPTO Telework Enhancement Act Pilot Program (TEAPP) Gap Work Agreement (Gap Agreement)

The following constitutes an agreement between the United States Patent & Trademark Office (USPTO or Agency) and \_\_\_\_\_ (please print your name) (designated as “I”, “me” or “my”), an employee participating in the USPTO TEAPP Gap Program (Program) in the \_\_\_\_\_ business unit, \_\_\_\_\_ bargaining/non-bargaining unit.

As a condition of participation in the Program, I agree to the following:

1. I have read and will adhere to the TEAPP Operating Procedures (Operating Procedures) and understand that except for provisions concerning the waiver of travel expense reimbursements, all other requirements of the Operating Procedures remain in effect, including the provisions of Section 8.
2. I certify that I am a participant, or qualified to participate, in full time telework as defined by the Operating Procedures.
3. I have read and signed the underlying full time telework program agreement in place in my business unit and understand that the terms and conditions of the underlying full time telework program in place will apply, except in instances where there are contradictions or omissions in the existing telework program as compared to the Operating Procedures, in which case the Operating Procedures will control.
4. I acknowledge that by participating in the Program and receiving relief from the reporting requirement of 5 C.F.R. § 531.605(d)(3), my official duty station will change to or be a city and state outside of 50-miles that has been approved by the USPTO. I will complete a certificate of non-residence form and a state tax form for the new official duty station state (if applicable). **I further acknowledge that to the extent my duty station is changing, it may have an effect on my pay and/or benefits. Information on benefits has been provided as part of the application process for the test program. Information on changes to pay is available by checking the relevant pay tables found at <http://www.opm.gov>. After checking these resources, if I have any questions about the effect of a change in official duty station on my pay and/or benefits, I understand that I may contact the Office of Human Resources on (571) 272-6000 prior to signing this Agreement.** I will work with the Office of Human Resources and my business unit to complete all necessary processes and/or forms to effectuate the change in official duty station or for other purposes related to the test program.
5. I understand that this Gap Agreement is temporary and will expire upon the sooner of the following two situations:
  - a) 30 days after TEAPP becomes law and goes into effect.
    - i. In this instance, I will be required to sign a new agreement, which will include an agreement to waive my right to travel expense reimbursements in certain situations, within the 30 days following effective date of the TEAPP extension. If I do not sign a new agreement, my duty station will revert to USPTO Headquarters or other Agency premises (at the Agency’s discretion, unless otherwise previously agreed to by the parties)

b) The date that the Agency determines the Alexandria campus is in “Phase 3” as described in the USPTO COVID-19 Pandemic Response Policy for Re-Opening USPTO Facilities or some later date agreed to between the Office and the Unions (Gap Deadline).

i. In this instance, my duty station will remain the same (as it was on the Gap Deadline), and my underlying telework agreement will govern my telework, except to the extent that the underlying telework agreement requires regular reporting to Agency Headquarters. I will not be required to report regularly to Agency Headquarters as long as my duty station remains elsewhere, including situations where I move to another location outside of 50 miles of USPTO Headquarters or other Agency Premises that I may report to.

6. Under the Gap Agreement, the USPTO will pay employee travel expenses for mandatory trips. The Operating Procedures provide additional information about what constitutes a “mandatory trip” and the procedures under which I will be given notice of mandatory trips.

7. My participation in this Program is voluntary and primarily for my convenience, therefore any relocation(s) related to my participation are in my own interest and I am not eligible for relocation expenses. Any relocation(s) related to my participation in the Program include the relocation of my official duty station to a city and state outside 50-miles from USPTO Headquarters or other Agency premises, the relocation of the official duty station to a different city and state, and/or the relocation of my official duty station back to USPTO Headquarters or other Agency premises. However, relocation expenses may be paid due to a change in position when paying the expenses is in the interest of the government and in accordance with government-wide regulations.

8. If I plan to move after joining the Program, and wish to continue my participation in the Program, I will sign a new Gap Agreement and request approval of the new permanent alternate worksite from my supervisor and telework coordinator, which will be granted as long as I continue to meet the requirements of the underlying telework program and the Gap Agreement.

9. I will permit other USPTO employees and contractors to access the alternate worksite during the hours of 9:00 AM to 5:00 PM, local time, Monday-Friday (excluding holidays) upon advance reasonable notice, as defined by the underlying telework program, for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property or to investigate an accident or a worker’s compensation claim or to investigate other work related or safety problems. The parties may mutually agree to a time outside of these hours.

10. I will comply with USPTO instructions regarding the return or removal of work materials and equipment. I will ensure that only authorized personnel access USPTO equipment and materials.

11. My participation in this Program is voluntary.

12. If, at any time and for any reason, I wish to withdraw from participation in the Program, I should follow the procedures outlined in Section 10 of the Operating Procedures. I understand that withdrawal from the Program will cause my official duty station to change, and that this change may affect my pay and/or benefits.

13. I understand that when I am unable to work at the alternate worksite, I may be permitted to work at a temporary alternate worksite, without causing a change to the official duty station. Work at a temporary alternate worksite is subject to approval from my supervisor or telework coordinator, which will be granted as long as I continue to meet the requirements of the underlying full time telework program and the Operating Procedures.

14. This agreement will remain in effect for the period of time set forth in Section 5 above, and may be modified as a result of changes to the Operating Procedures by the Telework Oversight Committee.

**I acknowledge that, pursuant to 5 U.S.C. § 5711(f)(3)(C), participation in the Program is primarily for my convenience and benefit. I have read and understand that this is only a temporary arrangement pursuant to Sections 4 and 5 above.**

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

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Employee's Position/Title

\_\_\_\_\_  
Business Unit

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Residence Outside of 50 Miles (Street Address, City, State, Zip Code) and Phone Number

\_\_\_\_\_  
Address of alternate worksite and telephone number

**I confirm that the applicant is a participant or qualified to participate in the underlying full-time telework program.**

\_\_\_\_\_  
Management Official or Designee Signature

\_\_\_\_\_  
Date