



*To enhance mission performance, TSA is committed to promoting a culture founded on its values of Integrity, Innovation and Team Spirit.*

*NOTE: Pursuant to Section 101 of the Aviation and Transportation Security Act (49 U.S.C. 114(n)), this directive establishes Transportation Security Administration (TSA) policy and supersedes Federal Aviation Administration (FAA) orders, policies, guidance, and bulletins regarding foreign duty assignments and return rights issued under the FAA Personnel Management System. This directive is TSA policy and must be applied accordingly.*

1. **PURPOSE:** This directive provides TSA policy and procedures for issuing foreign duty assignments and the return rights of TSA employees assigned to foreign duty locations. This directive supersedes AVO 400.30-1: Interim Return Rights Policy, dated October 31, 2003 and HR Operating Instruction 2005-330-01 (Interim), dated August 17, 2005.
2. **SCOPE:** This directive applies to TSA employees assigned to a foreign duty location. This directive does not apply to TSA employees who are in Transportation Security Executive Service (TSES) positions; are traveling overseas on temporary duty (TDY) travel; have a permanent duty location of Alaska, Hawaii, or a U.S. territory, possession, or commonwealth; are assigned as a temporary employee in the foreign location; are on assignment to other public or private organizations (e.g., employees transferred under the Intergovernmental Personnel Act Mobility Program or to Department of State approved international organizations, e.g., ICAO); or are hired through the Department of State under a Personal Service Contract or other similar provision.
3. **AUTHORITY:** Section 101 of the Aviation and Transportation Security Act, Pub. L. 107-71 (ATSA), November 19, 2001 (49 U.S.C. §§ 114(n), 40122, 44935, and 44935 note)
4. **DEFINITIONS:**
  - A. Administrative Tour of Duty Extension (Administrative Tour Extensions): A short-term, 90-day, extension initiated by the parent office for employees who are in the process of returning from the foreign duty location when their current tour of duty expires. Administrative tour extensions are for the purpose of covering the anticipated period of time it should take to complete the employee's relocation. An employee can have no more than four consecutive administrative tour extensions totaling 12 months. Administrative tour extensions are not considered as a tour of duty for the purpose of computing return rights.
  - B. Designated Place of Residence: The United States location designated as the employee's place of residence on the [TSA Form 1142, Foreign Duty Service Agreement](#). The designated place of residence will be used for the purpose of determining the point to which an employee's return transportation will be paid if eligible for renewal agreement travel and/or return transportation if separated from TSA while assigned to a foreign duty location.
  - C. Foreign: Any duty area situated outside the 50 States, the District of Columbia, and all territories, possessions, and commonwealths of the United States.
  - D. Foreign (Overseas) Duty Assignment: The assignment of a TSA employee to a position with a foreign (overseas) duty location. A duty station of Alaska, Hawaii, or a U.S. territory,

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

possession, or commonwealth is not considered a foreign duty assignment. Temporary travel to a foreign location is not covered by this policy.

- E. Foreign Duty Service Agreement (TSA Form 1142): A signed agreement between the employee and TSA stating the terms and conditions of the foreign duty assignment; including the conditions under which the employee may be liable for the costs of his/her relocation.
- F. Home Leave: Additional leave earned by certain employees while on a foreign duty assignment for the specific use of visiting the United States as described in Section 7G of this directive and the [TSA Absence and Leave Handbook](#).
- G. Local Hire: A new employee who resided outside of the United States and was recruited locally to a position with TSA in a foreign duty location. This includes individuals transferring to TSA from another Federal agency while on foreign duty assignment and applicants recently discharged from the active duty military who chose not to return to the United States prior to starting work with TSA in a foreign duty location.
- H. Locality Pay: The locality-based comparability payment payable to employees covered by the Core Compensation System. Employees on a foreign duty assignment are not eligible to receive locality pay.
- I. Parent Office: The employing TSA office responsible for the administration of the foreign position and the individual assigned to the position. This includes, but is not limited to determining the tour of duty and any applicable tour extensions; eligibility and processing of renewal agreement travel; and processing return rights of an employee returning from a foreign duty assignment.
- J. Rate of Basic Pay: The rate of pay for the position held by the employee before any deductions. It includes a retained rate, but excludes additional pay of any other kind (e.g., locality pay, overtime, other forms of premium pay, etc.). Rate of basic pay is also referred to as base salary.
- K. Renewal Agreement Travel: An employee's Government-paid, round-trip transportation to the designated place of residence when an employee was recruited from the United States, completed a 24-month foreign tour of duty, and whose tour of duty is being extended for another 24 months. Employees extended for less than a full 24-month tour of duty are not eligible for renewal agreement travel.
- L. Return Rights: An arrangement that entitles a TSA employee, upon the completion of his/her foreign tour of duty, to return to a TSA position located in the United States that is consistent with the criteria stated in this policy. The parent office, in conjunction with the Office of Human Capital, is responsible for coordinating the return placement of an employee with return rights.
- M. Sponsor: A person assigned to assist the employee who is relocating to the foreign location. A sponsor should be familiar with the foreign location and be able to provide the employee with information on the local area and customs.

- N. Tour of Duty: The designated amount of continuous time an employee agrees to be assigned to a foreign location. Normally, the first tour of duty is for 24 months or two years, and if the agency approves a second tour of duty, it is normally for 24 months.
- O. United States (U.S.): The 50 States, the District of Columbia, and all its territories, possessions, and commonwealths. Specific information on U.S. territories, possessions, and commonwealths can be found by visiting the [www.USA.gov](http://www.USA.gov).

## **5. RESPONSIBILITIES:**

### A. TSA Management Officials are responsible for:

- (1) Encouraging highly qualified employees to seek foreign assignments as a regular part of their career development.
- (2) Identifying and recommending employees who are the best qualified candidates available for foreign assignments covered under the provisions of this directive.
- (3) Identifying possible vacancies in their organization that could be used to place an employee returning from a foreign duty assignment when the parent office and/or Office of Human Capital is requesting assistance in finding a vacancy for a returning employee.
- (4) Ensuring that due consideration is provided to eligible, qualified employees who are returning from foreign duty assignments when filling vacancies.

### B. The Parent Office is responsible for:

- (1) Providing program guidance and assistance to the employing office(s) in the foreign location, monitoring the program, and recommending improvements.
- (2) Ensuring that all employees are provided the appropriate security briefings prior to departure to a foreign duty location.
- (3) Ensuring that all TSA employees serving in foreign duty locations have a completed TSA Form 1142 on file.
- (4) Assigning a sponsor, if available, to assist the employee who is relocating to the foreign location by providing information about the local customs and other pertinent information on living in the foreign location. If possible, the sponsor should be currently living in, or recently returned from, the foreign location.
- (5) Tracking and coordinating the status and placement of employees on foreign duty assignments. Starting twelve months prior to the end of an employee's tour of duty, the parent office should initiate the return rights process for the affected employee or plan for a tour of duty extension.
- (6) Placing employees who exercise their return rights promptly to a TSA position in the United States, as provided herein.

C. Office of Human Capital (OHC) is responsible for:

- (1) Consulting with the parent office and other stakeholders to develop and issue policy, guidance, and procedures governing TSA return rights from foreign duty locations.
- (2) Assisting the parent office in locating an appropriate vacant position(s) for an employee who is exercising return rights to a TSA position in the United States.
- (3) Providing guidance to the parent office on personnel matters related to the initial assignment and return placement of employees.
- (4) Assisting the parent office with benefits counseling for employees being assigned to a foreign duty location.

D. TSA program offices are responsible for:

- (1) Assisting with the placement of returning employees from foreign duty assignments.
- (2) Identifying available/appropriate vacancies for returning employees and promptly providing that information to the parent office.
- (3) Providing due consideration to eligible qualified employees who are returning from foreign assignments when filling vacancies.

E. Employees are responsible for:

- (1) Providing information as necessary for the administration of the foreign duty assignment, renewal agreement travel, and return rights program, such as timely completion and submission of forms, service agreements, updated resumes, list of vacancies applied for, etc.
- (2) Identifying any special medical or educational requirements necessary for family members to live in the foreign location. Some foreign locations may not accommodate the special needs of certain employees or family members. The employee is responsible for ensuring any special medical or educational requirements can be accommodated in the foreign duty location prior to accepting the assignment.
- (3) Ensuring that everything is in order prior to the date of the move, e.g., passports, visas, storage and/or shipment of household goods, records to be hand carried (financial, education or medical records), etc.
- (4) Coordinating with the assigned sponsor, if provided, to become familiar with the local customs and requirements of the foreign location.
- (5) Allowing sufficient time for planning purposes when making decisions regarding their foreign duty assignment and return. This includes promptly notifying the supervisor and parent office of future intentions.

- (6) Ensuring they understand the provisions of this directive prior to accepting a position in a foreign location and signing the TSA Form 1142.

**6. POLICY:** It is the policy of TSA to establish a program and related procedures to return affected and eligible staff from foreign duty assignments. As outlined in this directive, this program and procedures apply solely to current TSA employees. The specific program procedures are provided in Section 7.

## **7. PROCEDURES:**

### **A. Filling Positions in a Foreign Duty Location:**

- (1) The parent office will work with OHC to fill vacancies in foreign duty locations and determine the selectee's entitlement to benefits and allowances in accordance with policies and procedures for filling positions in the foreign locations. A duty station of Alaska, Hawaii, or U.S. territory, possession or commonwealth is not considered a foreign duty assignment. Temporary travel to a foreign location is not covered by this policy.

**NOTE:** A reemployed annuitant assigned to an overseas position is not eligible for a waiver of salary offset (dual compensation).

- (2) If at all possible, a foreign position being filled with a local hire should be made on a temporary or time-limited basis. A local hire on a temporary or time-limited appointment is not subject to the requirements of this directive.
- (3) A local hire who is given a permanent appointment is required to complete a TSA Form 1142, and will acquire return rights under Section 7H of this directive.

**B. Department of State Clearances and Training:** The parent office will coordinate with the Department of State to ensure that the employee and, if applicable, any family members, receive proper medical clearances prior to traveling to the foreign duty location. The employee or family member(s) may have medical ailments that might be aggravated by climatic or environmental conditions at particular foreign locations. Additionally, each employee will receive the appropriate Department of State training before his/her departure to the foreign duty location. Please note that these items must be completed before the employee may begin his/her foreign assignment.

**C. Counseling on Foreign Duty Assignments and the Provisions of this Directive:** The parent office will ensure that employees are properly counseled and have signed all appropriate documents when accepting or returning from assignments covered by the provisions of this directive, including awareness of their rights, benefits, and obligations before their personnel actions become effective.

**D. Tours of Duty:** The maximum length of a foreign duty assignment is generally two consecutive tours of duty. The first tour of duty (initial tour) is for 24 months and if the agency approves a second tour of duty, it is normally for an additional 24 months, for a total of 48 months. There are three types of tours.

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

(1) Initial Tour of Duty:

- (a) An initial tour of duty starts on the effective date the employee is assigned to the position in a foreign location and is normally for 24 months. An initial tour of duty cannot exceed 24 months. Only under extenuating circumstances should the parent office assign an employee to a position in a foreign location with an initial tour of duty that is less than 24 months. It is usually more cost effective to send an employee on temporary duty (TDY) for the shorter period.
- (b) An employee who is transferred from a permanent position currently located in a foreign duty location, to a permanent position located in a different foreign location, is given an initial tour of duty effective the date of the assignment to the new location. Although this is considered an initial tour of duty, any and all previous, consecutive foreign assignments count towards computing the total time overseas. Therefore, the parent office must consider the employee's total time overseas when deciding if the employee should be granted a tour of duty extension once the initial tour of duty is completed.
- (c) An employee's current tour of duty is not affected by a position change, e.g., reassignment or promotion, when the current duty location remains the same.
- (d) An employee on an initial tour of duty and whose relocation was paid by TSA, must also agree to remain with TSA for a minimum of 12 months following the move or agree to reimburse TSA for all relocation costs incurred to move the employee and family members to and from the foreign duty location. The parent office can waive this requirement if it is determined that the employee's failure to meet the 12 months of TSA service was for reasons beyond the employee's control, e.g., workforce reduction, mission requirements, etc.
- (e) An employee who is within the first 15 months of an initial tour of duty, and requests a voluntary early return to the United States, will be required to reimburse TSA for any relocation costs paid to return to the employee and his/her family members to the United States. The parent office can waive this requirement if it is determined that the employee's reason(s) for returning to the United States is beyond his/her control, (e.g., long-term change in the employee's or a family member's medical status requiring treatment not available overseas).

(2) Tour of Duty Extensions:

- (a) An extension to the initial tour, or any subsequent tour, must begin on the first day after the end of the employee's current tour of duty. The maximum length of a tour extension is 24 months. Before approving a tour extension, the parent office should consider such things as staff requirements for the needs of the mission; the length of time required to bring in a replacement; and the length of time the employee has been currently assigned overseas.
- (b) An employee who receives a tour of duty extension of less than the full 24 months will not be eligible for renewal agreement travel as stated in Section 7F.

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

- (c) Extensions Beyond 48 Months: On rare occasions, and only if it is in the best interest of TSA, the employee and the parent office may mutually agree to an additional consecutive tour that extends the employee's foreign duty assignment beyond 48 months.
- (d) Six Years Maximum for Foreign Duty Assignments:
  - (i) After completing six years of continuous foreign (overseas) service, an employee must be returned to the United States. Any exception to this maximum time frame must be approved in writing by the next higher level of management above the head of the parent office, and be based on management determinations concerning both the agency needs and the projected contributions of the employee involved.
  - (ii) Management will immediately terminate the foreign duty assignment for employees who, at the date of approval for this directive, have been overseas for six or more consecutive years and will return the employee in accordance with the provisions of Section 7H of this directive - with the exception that employees who held K band positions prior to the foreign assignment have return rights to K band positions (i.e., not J band positions).
- (3) Administrative Tour of Duty Extension for 90 Days:
  - (a) The parent office will place an employee on an administrative tour of duty extension for 90 days only when a full tour extension is not appropriate. An employee will be placed on an administrative tour extension under circumstances such as when the employee is in the process of relocating back to the United States and the current tour of duty will expire prior to completing the relocation process.
  - (b) An administrative tour extension must begin the day after the last day of the employee's current tour of duty and lasts for 90 days. If an employee's relocation cannot be completed within the 90 days of the first administrative tour extension, the parent office must place the employee on another 90-day administrative tour extension. An employee can have a maximum of four consecutive administrative tour extensions; therefore no employee should remain in a foreign location on administrative tour extensions beyond a total of 12 months. Administrative tour extensions are not considered as a tour of duty for the purpose of computing return rights.
  - (c) For each administrative tour extension, the parent office will complete a new TSA Form 1142 for the employee. An employee should, but is not required to, sign an agreement for an administrative tour extension.
- E. Foreign Duty Service Agreement, TSA Form 1142: A new TSA Form 1142 must be completed for each initial tour of duty and all subsequent extensions.
  - (1) Prior to the effective date of an employee's foreign tour of duty and/or authorizing the payment for relocation costs or renewal agreement travel, the parent office will ensure

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

that the employee was counseled and provided adequate time to decide if he/she agrees to the terms of the foreign duty assignment and has signed a TSA Form 1142.

- (2) Once completed, the original TSA Form 1142 will be filed in the employee's Official Personnel Folder and copies will be provided to the employee and the parent office.
- (3) Employees serving on a foreign duty assignment at the implementation of this policy are subject to the following:
  - (a) As of the date of this directive, all TSA permanent employees who are in a position with a foreign duty location are covered by this policy. Therefore, an employee who is serving on a foreign duty assignment at the implementation of this directive must, within the timeframe established by the parent office, either sign a TSA Form 1142, agreeing to the terms of this directive or request to be returned to a position in the United States under the terms of his/her current written agreement. The parent office will immediately initiate the return rights process for an employee who refuses to sign a TSA Form 1142. Agreements that might have been issued by another Federal agency, e.g., the Federal Aviation Administration, are not binding on the TSA.
  - (b) Each employee shall complete a TSA Form 1142 that reflects the employee's current tour of duty. For example, if the employee is within the first 24 months of his/her foreign duty assignment, then the service agreement is completed as an initial tour of duty. The start date will begin on the day the employee was first assigned to the foreign location. If, at the time of implementation of this policy, the employee has been assigned to a foreign location(s) for more than two years, but less than four years, the TSA Form 1142 will be completed as a tour of duty extension with the tour end date being four years from the day the employee was first assigned to the foreign duty location.
  - (c) The current, completed TSA Form 1142 supersedes any, and all, prior foreign service agreements with the employee.
  - (d) The parent office must consider the situation for each employee who has been in a foreign location(s) for four or more consecutive years at the implementation of this policy. The determination must be made at that time to either enact the employee's return rights to a position in the United States or justify and approve an extension.

F. **Renewal Agreement Travel:** Renewal agreement travel covers the round-trip transportation expenses for an eligible employee and any dependent(s) to take a short trip (normally 10 days) from the foreign duty location to the employee's designated place of U.S. residence as identified on TSA Form 1142.

- (1) A TSA employee is eligible for renewal agreement travel if he/she<sup>1</sup>:
  - (a) Is on a foreign duty assignment;

---

<sup>1</sup> Employees assigned to positions in Alaska, Hawaii, or U.S. territory, possession, or commonwealth on the approval date of this directive and who were previously authorized renewal agreement travel are not covered by the provisions of this directive. Therefore, such employees have no further eligibility for renewal agreement travel.

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

- (b) Occupied a permanent TSA position in the United States prior to relocating to the foreign duty location;
  - (c) Is within three months of completing a 24-month foreign tour of duty assignment; and
  - (d) Has completed and signed TSA Form 1142 for a concurrent tour of duty extension of not less than 24-months. Tour of duty extensions of less than 24 months do not qualify the employee for renewal agreement travel.
- (2) Renewal agreement travel must be used during a certain timeframe. Except as provided in Section F(3) below, the parent office must ensure an eligible employee can schedule and take renewal agreement travel within the first six months of his/her 24-month tour of duty extension. If the employee chooses not to take renewal agreement travel during such timeframe, the eligibility for renewal agreement travel is forfeited for this tour of duty extension. However, should the employee be approved for a subsequent 24-month extension, eligibility for renewal agreement travel starts again.
- (3) If, due to unforeseen circumstances, an employee must remain at the foreign duty location and cannot take renewal agreement travel within the first six months of the new tour extension, the parent office can approve an extension to the timeframe for taking renewal agreement travel. However under no circumstances can an employee take renewal agreement travel if, upon return from the travel, he/she will have 12 months or less remaining on his/her current tour of duty.
- (4) Renewal agreement travel covers only the transportation costs. An employee's absence from work must be covered by some type of leave, e.g., home leave, annual leave, or leave without pay. Home leave coverage is discussed in Section 7G.
- G. Home Leave: Generally, employees who move from a Federal position in the United States to a position with a foreign duty location are eligible to accrue home leave in addition to annual leave and sick leave. Home leave is earned in one-day increments as described in the TSA Absence and Leave Handbook.
- (1) Although home leave accrual begins at the start of a foreign duty assignment, there is a certain window in which home leave can be approved for an employee's use. An employee must first serve a continuous, 24-month period on a foreign duty assignment before home leave can be used. In addition, an employee who would have less than six months remaining on his/her foreign tour of duty after returning from home leave is no longer eligible to use home leave. This means the window of opportunity for using any accrued home leave starts after the employee has completed 24 consecutive months of a foreign duty assignment(s) and ends when the employee has six months or less remaining on his/her foreign tour of duty. Therefore, if an employee's tour of duty is extended, then the window for home leave usage is also extended.
- (2) Approval of Home Leave: Home leave usage is discretionary and can only be taken for time spent in the United States. Prior to approving home leave, supervisors should consider: if the employee is within the window for using home leave; if the leave will be used while visiting the United States; and/or if the employee has an excessive amount of

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

“use or lose” annual leave or an abundance of compensatory time accrued that should be used first.

- (3) A local hire employee is ineligible to accrue home leave, with the exception of a local hire who transferred from another Federal agency to a permanent appointment with TSA and who was accruing home leave prior to the transfer.
- (4) Additional information on accruing and using home leave can be found in [TSA MD 1100.63-1; \*Absence and Leave\*](#), and the [TSA \*Absence and Leave Handbook\*](#).<sup>2</sup>

H. Return Rights: An employee who occupied a permanent TSA position in a foreign duty location will be provided return rights to a TSA position in the United States consistent with the following:

- (1) General Instructions for Returning Employees:

**NOTE:** TSA management reserves the right to return a permanent TSA employee from a foreign duty assignment at any time when it is in the best interest of the agency.

- (a) Return After Completing a Foreign Tour of Duty: Generally, employees should be returned from a foreign duty assignment within the final six months of their tour of duty. However, this date will vary based on extenuating circumstances such as availability of vacancies in the United States, the necessity to train a replacement, the date of shipment for the employee’s household goods, etc. The parent office should place an employee on an administrative tour of duty extension for 90 days, in accordance with Section 7D(3) if the employee is not returned to a position in the U.S. prior to the expiration of his/her the current tour of duty.
- (b) Early Return Based on Employee’s Request: The parent office may approve an employee’s written request to return from a foreign duty assignment prior to completion of his/her foreign tour of duty. An employee who receives approval for an early return will be provided return rights in accordance with the provision of this directive. However, an employee who returns within the first 15 months of his/her initial tour of duty may be required to reimburse TSA for the relocation costs paid to return the employee and his/her family members to the United States. The parent office can waive this requirement if it is determined that the employee’s reason(s) for returning is beyond his/her control, (e.g., long-term change in the employee’s or a family member’s medical status requiring treatment not available overseas).
- (c) Early Return Based on Management’s Decision (No Fault of Employee): An employee who is being directed to return from a foreign duty assignment prior to the completion of the foreign tour duty for a reason other than employee performance or conduct, (e.g., decrease in mission requirements) will be provided return rights in accordance with the instructions in Section 7H. In addition, TSA will pay the travel

---

<sup>2</sup> Employees assigned to positions in Alaska, Hawaii, or a U.S. territory, possession, or commonwealth are not considered to be on a foreign duty assignment, therefore, are not eligible to accrue home leave.

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

costs associated with transferring the employee in accordance with the governing travel policies and procedures.

- (d) Return of an Employee for Cause: An employee who is returned from a foreign tour of duty based on cause (performance/conduct issue) is not eligible for return rights in accordance with the provisions of this directive. An employee who is being returned or separated based on cause may be required to reimburse TSA for the relocation costs paid to return the employee and his/her family members to the United States. The parent office can waive this requirement if it is determined to be in the best interest of the Agency to do so.
- (2) Determining Return Rights: A permanent TSA employee who is returning to the United States under Section 7H(1)(a)-(c) above, will be provided return rights to a TSA position based on:
- (a) The pay band of the current permanent position;
  - (b) The pay band (or equivalent in another Federal pay plan, e.g., GS) of the permanent position held immediately prior to the foreign duty assignment; and
  - (c) For those employees who previously held a J band (or equivalent in another Federal pay plan, e.g., GS) or lower, the number of foreign tours of duty completed.
- (3) Employees who held a K band prior to the foreign assignment: An employee who held a permanent K band position (or equivalent pay band or grade from another Federal pay system) immediately prior to the foreign duty assignment, regardless of the number of foreign tours of duty completed, will have the following return rights:
- (a) Pay Band Setting: Although every effort will be made to assign the employee to an available K band position upon return from a foreign duty assignment, a K band position is not guaranteed. However, the employee is entitled to placement in a position no lower than a J band.
  - (b) Pay Setting: Upon return from the foreign duty assignment, the employee is entitled to the higher of:
    - (i) The basic pay rate received for his/her current permanent foreign duty position; or
    - (ii) The basic pay rate for the position held immediately prior to the foreign duty assignment adjusted for any agency-wide pay raises (e.g., CEIs) that occurred from the time of the employee's departure until the effective date of the employee's return from the foreign duty location.
  - (c) If the pay rate determined under this section results in a basic pay rate that exceeds the maximum of the pay band to which the employee is returned, the employee is entitled to pay retention under the provisions of [TSA MD 1100.53-2, Pay Retention](#).

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

- (4) Employees who held a J band or lower with one foreign tour of duty: An employee who held a permanent J band (or equivalent pay band or grade from another Federal pay system) or a lower pay band or equivalent immediately prior to the foreign duty assignment; and is returning within or after completion of his/her first foreign tour of duty:
- (a) Pay Band Setting: The employee is entitled to an available position that is no lower than the same pay band of the permanent position that he/she held immediately prior to the foreign duty assignment.
  - (b) Pay Setting: Upon return from the foreign duty assignment, the employee is entitled to the higher of (but not to exceed the maximum of the pay band in either case) the pay determined by same provisions outlined in Section 7H(3)(b)(i) or (ii).
  - (c) An employee who held a permanent J band or lower position, prior to the foreign assignment and has completed no more than one foreign tour of duty (administrative tour of duty extensions are not included) is not entitled to pay retention if his/her pay exceeds the maximum of the pay band to which the employee is returned.
- (5) Employees who held a J band or lower with two more foreign tours of duty: An employee who held a permanent J band (or equivalent pay band or grade from another Federal pay system) or lower position immediately prior to the foreign duty assignment, and is returning after receiving one or more foreign tour of duty extensions (administrative tours of duty are not included):
- (a) Pay Band Setting: The employee is entitled to an available position that is no lower than the same pay band of the permanent position that he/she held immediately prior to the foreign duty assignment.
  - (b) Pay Setting: Upon return from the foreign duty assignment, the employee is entitled to the higher of the pay determined by same provisions outlined in Section 7H(3)(b)(i) or (ii).
  - (c) If the pay rate determined under this Section results in a basic pay rate that exceeds the maximum of the pay band to which the employee has been returned, the employee is entitled to pay retention under the provisions of TSA MD 1100.53-2.
- (6) Employees with no prior U.S. duty location: An employee whose initial appointment with TSA was to a foreign duty location and prior to the appointment with TSA had either a break in service or no prior civilian Federal service, and is returning from a foreign tour of duty:
- (a) Pay Band Setting: The employee is entitled to an available position that is no lower than one pay band below his/her current permanent position.
  - (b) Pay Setting: Upon return from the foreign duty assignment, the employee is entitled to the basic pay rate received for his/her current permanent foreign duty position, not

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

to exceed the maximum rate of the pay band to which the employee is returned, when the employee is returning to a position in a lower pay band.

- (c) An employee whose initial appointment with TSA was to a foreign duty location and prior to the appointment with TSA had either a break in Federal service or no prior civilian Federal service is not entitled to pay retention if his/her pay exceeds the maximum of the pay band of the position to which he/she is returned.
- (7) Offering an Available Position(s):
- (a) Upon initiating an employee's return rights, the parent office, in consultation with OHC and other TSA program offices, will locate all available positions that meet the return rights criteria for the employee. When more than one position is available, the parent office may offer the employee a choice. However, an employee who is eligible for pay retention cannot choose to take a position at a lower pay band, with pay retention, when a position at a higher pay band is available.
  - (b) Once the parent office provides the employee with an offer, there is no requirement to continue locating other available positions.
  - (c) If an offer(s) is provided to the employee and the employee fails to respond to the parent office by the required date, the parent office may direct the return of the employee to any available position in accordance with the returns right criteria.
  - (d) If a valid job offer is provided to the employee and the employee refuses to accept the offer, the employee may be ordered to return immediately. Management must consult with the TSA's Office of Chief Counsel and OHC's Employee Relations staff regarding appropriate action, up to and including the employee's removal.
- (8) Right to Appeal the Action: Personnel actions associated with the reduction of a basic pay rate and/or pay band for an employee covered under the provisions of this directive are not adverse actions. As such, these actions are excluded from TSA's grievance process and cannot be appealed to TSA's Professional Review Board or to the Merit Systems Protection Board.
- (9) Qualification Requirements: A returning employee can only be placed in a position for which he/she meets all qualification requirements and selective placement factors, e.g., physical requirements, security clearance, etc. The parent office will work with the servicing Human Capital Office to verify that the employee meets the qualification requirements and selective placement factors before offering the position to the employee.
- (10) Forfeiture of Return Rights: An eligible employee forfeits his/her return rights to a TSA position located the United States when the employee separates from TSA while assigned to a foreign duty location. This includes, but is not limited to, the transfer of a TSA employee to a position with another Federal agency at the same duty location.
- I. Time Spent in the United States before Another Foreign Duty Rotation: An employee who returns from a foreign tour of duty assignment with TSA is not eligible for another foreign tour

of duty assignment for a minimum of two years after the effective date of the return. Any exception to this two-year requirement must be approved in writing by the head of the parent office. This provision does not apply to employees traveling to a foreign location on temporary duty (TDY) travel.

- J. Records Maintenance for Employees on Foreign Tours of Duty: The parent office will compile and maintain a list of all employees on foreign duty assignments. The list should include, at a minimum, the following information:

**NOTE:** The word “former” refers to the permanent position held immediately prior to the foreign tour of duty:

- (1) Employee Name
- (2) Current and Former Position Title
- (3) Current and Former Position Series
- (4) Current and Former Position Pay Band
- (5) Current and Former Duty Location
- (6) Start and End Date of the Foreign Tour of Duty and each Extension
- (7) Date Employee is Scheduled to Return to the United States

- K. Planning for an Employee’s Tour of Duty Extension or use of Return Rights:

- (1) Twelve months prior to the end date of an employee’s foreign tour of duty:
  - (a) The parent office should start planning for either a tour of duty extension or initiating the return rights process for the employee. When deciding if an employee should be extended or returned to a position in the United States, the parent office should give careful consideration to the needs of the overseas office; the length of time the employee has been overseas; and the preferences of the employee.
  - (b) An employee, who has decided to exercise his/her return rights at the conclusion of their current tour of duty, should immediately notify the parent office of such decision so the return process can begin. The parent office must agree to return an employee at the end of the current tour of duty if the employee does not want the foreign assignment to be extended. The parent office can begin the return process once the decision is made to return an employee after completion of the current tour. The parent office can also begin the recruitment effort should the decision be to fill the position when vacant.
- (2) Nine months (or earlier) from the end date of an employee’s foreign tour of duty:

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

- (a) If the parent office has decided to offer the employee a tour of duty extension, the parent office must inform the employee and provide him/her with a TSA Form 1142, reflecting the information for the proposed tour of duty extension. An employee is not required to agree to a tour of duty extension and may elect to exercise return rights at the completion of the current tour.
  - (b) An employee who agrees to a tour of duty extension must sign and return the TSA Form 1142 within a reasonable timeframe agreed to by the employee and the parent office. If the employee does not sign and return the TSA Form 1142 within the timeframe agreed upon, the parent office must annotate its copy of the TSA Form 1142 with a statement that the employee failed to return the form within the agreed upon timeframe and start the return process for the employee. The employee should be notified immediately, in writing, of this decision.
  - (c) An employee who is exercising return rights will provide the parent office with a current resume. The employee may also provide the parent office with a written request for consideration of any preferred position(s) and/or location(s) within the United States. However, there is no guarantee of return to a specific position and/or location. Refer to Section 7H of this directive for specific information on return rights.
- (3) Six months (or earlier) from the end date of an employee's foreign tour of duty:
- (a) The parent office should begin the process of locating an appropriate position in the United States for the returning employee. The parent office will work closely with OHC and other TSA program offices to identify any available vacancies that will afford the employee the basic pay rate and pay band as determined by applying Section 7H of this directive.
  - (b) The parent office, in conjunction with OHC, will give first consideration to a vacancy that matches the preferred position(s) and/or location(s) requested by the returning employee and is consistent with provisions of Section 7H of this directive. However, if a position in the United States is not successfully identified within the criteria requested by the employee, the parent office will then direct the placement of the employee from his/her foreign position to another position consistent with the provisions of Section 7H of this directive.
  - (c) The employee may seek a position in another agency or within TSA that he/she is interested in and for which he/she is qualified (see [TSA MD 1100.30-4, \*Permanent Internal Assignments\*](#), for more information on permanent assignments within TSA). If the employee is offered and accepts a position in another agency or within TSA, he/she is to immediately notify his/her supervisor within the parent office. The parent office will then initiate action to coordinate the necessary procedures. If applying within TSA, the employee may:
    - (i) Request noncompetitive consideration to TSA positions of interest outside an announced vacancy process by submitting a written request for noncompetitive reassignment or change to lower pay band. The request should be submitted

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

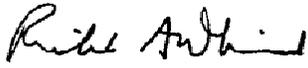
directly to the organization to which he/she seeks assignment. The employee should indicate on the request his/her current position, pay band, duty location, organization and the end date of the current tour of duty. The employee will also submit a copy of the request to his/her immediate supervisor and the parent office, for their information.

- (ii) Apply for vacant TSA positions in any location through the announced vacancy process regardless of the area of consideration identified in the announcement. Individuals should attempt to meet all deadlines established in the announcement whenever possible. Applications received after the vacancy closing date from overseas employees exercising their return rights will be accepted and considered up until the day before a selection certificate is issued to the selecting official. The employee must clearly identify that he/she is currently serving on a foreign duty assignment for the parent office. He/she is to submit a copy of the application to his/her immediate supervisor and to the parent office, for their information. This expanded consideration will be extended to any qualified and available TSA employee who is returning to the United States after completing a foreign duty assignment.
  - a. An annotation will be made on the selection certificate(s) to indicate that this is an “overseas employee receiving expanded consideration” to aid selecting officials in identifying these employees. Selecting officials are strongly encouraged to consider candidates given expanded consideration when filling vacant positions.
  - b. The employee’s application will be handled under the same procedures as those of other applicants (i.e., qualifications review, ranking and certification procedures, etc). If referred for selection, the employee may be selected at the discretion of the selecting official. The employee loses eligibility for this expanded area of consideration when he/she accepts any offer of permanent employment or terminates employment with TSA.
- (4) If a returning employee’s current tour of duty expires prior to locating an appropriate placement in the United States, the parent office must place the employee on an administrative tour of duty extension for 90 days to cover the additional time required to find a position. The parent office will complete a new TSA Form 1142 following the requirements in Section 7D(3) of this directive. An employee should, but is not required to, sign for an administrative tour extension.
- (5) Every effort should be made to promptly return an employee who is not being extended. No returning employee should remain in a foreign duty location on an administrative tour extension beyond 12 months.

**TSA MANAGEMENT DIRECTIVE No. 1100.30-16  
FOREIGN DUTY ASSIGNMENTS AND RETURN RIGHTS**

**8. EFFECTIVE DATE AND IMPLEMENTATION:** This policy is effective immediately upon signature.

**APPROVAL**



04/25/2007

\_\_\_\_\_  
Richard A. Whitford  
Assistant Administrator for Human Capital

\_\_\_\_\_  
Date

Filing Instructions: File 200.1.1

Effective Date: 04/25/2007

Review Date: 04/25/2009

Distribution: Assistant Secretary, Deputy Assistant Secretary, Associate Administrator, Assistant Administrators, Deputy Assistant Administrators, Area Directors, Federal Security Directors, Special Agents in Charge, local TSA HR representatives, Administrative Officers

Point-of-Contact: Office of Human Capital