

**BY ORDER OF THE  
SECRETARY OF THE AIR FORCE**

**DEPARTMENT OF THE AIR FORCE  
MANUAL 36-162**



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**Personnel**

**OVERSEAS EMPLOYMENT**

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This manual implements Department of the Air Force Policy Directive (DAFPD) 36-1, *Appropriated Funds Civilian Management and Administration*. This manual applies to all Department of the Air Force personnel, to include United States Space Force (USSF), Appropriated Fund Title 5, and Title 10 civilian employees. It does not apply to Title 32 United States Code (USC) Air National Guard Technicians, Non-Appropriated Fund employees, and Senior Executive Service (SES) (and equivalent). In collaboration with the Chief of the Air Force Reserve (AF/RE), the Director of the Air National Guard (NGB/CF), and the Deputy Chief of Space Operations for Personnel (SF/S1), the Deputy Chief of Staff for Manpower, Personnel and Services (AF/A1) develops personnel policy for overseas employment. This manual provides guidance on the recruitment and placement of the Department of the Air Force (DAF) appropriated fund positions overseas, and the rotation and return placement of United States (U.S.) appropriated fund civilian employees from positions in foreign and non-foreign overseas areas as defined in this manual. This manual also covers the processing of individuals residing in the U.S. selected for appropriated fund positions with the DAF in the overseas areas. This manual applies to all major commands (MAJCOMs), combatant commands (CCMDs), and field commands (FLDCOMs), the Air National Guard (ANG), field operating agencies (FOAs), and direct reporting units (DRUs). This manual will apply to Title 5 Air National Guard unless separate regulations are issued by Chief of the National Guard Bureau. All references to United States Air Force (USAF) terminology, units, and positions will also apply to the equivalent in the USSF, as appropriate. Additionally, all references to MAJCOMs will also apply to FLDCOMs. This manual complements Department of Defense Directive (DoDD) 1400.5, *DoD Policy for Civilian Personnel*; DoDI 1400.25, Volume 1230, *DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights*; DoDI 1400.25, Volume 1231, *DoD*

*Civilian Personnel Management System: Employment of Foreign Nationals*; DoDI 1400.25, Volume 1232, *DoD Civilian Personnel Management System: Employment of Family Members in Foreign Areas*; DoDI 1400.25, Volume 315, *DoD Civilian Personnel Management System: Employment of Spouses of Active Duty Military*; DoDI 1400.25, Volume 1250, *DoD Civilian Personnel Management System: Overseas Allowances and Differentials*; Air Force Instruction (AFI) 36-128, *Pay Setting and Allowance*; DoDI 1400.25, Volume 1261, *DoD Civilian Personnel Management System: Observance of Holidays in Foreign Areas*; Department of the Air Force Manual (DAFMAN) 36-203, *Staffing Civilian Positions*; Air Force Instruction (AFI) 38-101, *Manpower and Organization: Management of Manpower Requirements and Authorizations*; DAFMAN 36-142, *Civilian Career Field Management and Centrally-Managed Programs*, and DAFPD 38-1, *Manpower and Organization*. This DAF manual may be supplemented at any level; however, all supplements must be approved by the Human Resource Management Strategic Board prior to certification and approval. Refer recommended changes and questions about this manual to the office of primary responsibility (OPR), using the DAF Form 847, *Recommendation for Change of Product*; route DAF Form 847 from the field through the appropriate functional chain of command. The authorities to waive wing, unit, and delta level requirements in this manual are identified with a tier number (“T-0, T-1, T-2, T-3”) following the compliance statement. See DAFMAN 90-161, *Publishing Processes and Procedures*, Table A10.1 for a description of the authorities associated with the tier numbers. Submit DAF Form 679, *Department of the Air Force Publication Compliance Item Waiver Request/Approval*, for waivers through the chain of command to the appropriate tier waiver approval authority, or alternately, to the publication OPR for non-tiered compliance items. This manual requires the collection and or maintenance of information protected by the Privacy Act of 1974 authorized by DoDI 5400.11, *DoD Privacy and Civil Liberties Programs*. The applicable System of Record Notices (SORN) Office of Personnel Management (OPM)/GPVT-1, *General Personnel Records*, is available at <http://dpcl.d.defense.gov/Privacy/SORNs.aspx>. The application SORN, OPM/GPVT-1, *General Personnel Records*, applies. Ensure all records generated as a result of the processes prescribed in this manual, adhere to Air Force Instruction 33-322, *Records Management and Information Governance Program*, and are disposed in accordance with the Air Force Records Disposition Schedule, which is located in the Air Force Records Information Management System. The use of the name or mark of any specific manufacturer, commercial product, commodity, or service in this manual does not imply endorsement by the DAF.

## **SUMMARY OF CHANGES**

This document has been substantially revised and must be completely reviewed. Major changes include: (1) Added a list of common abbreviations and acronyms; (2) Updated references in the reference section; (3) Removed Air Force Personnel Center/DP2Z and DP2 from **Figure 4.2**; (4) **Paragraph 4.7.5** has been reworded and new sub paragraphs added; (5) Sentence and paragraphs deleted under **Figure 4.4**; (6) Figures **5.1** through **5.13** coordination blocks have been revised; and (7) Adds applicability to the United States Space Force; (8) Expanded on the roles and responsibilities section; (9) Expanded on the overview section; (10) Moved **Chapter 6** and **Chapter 7** to the beginning of the manual; (11) Updated information on Centrally-Managed positions; (12) Added note on Domestic Employee Teleworking Overseas (DETO); (13) Added a section for losing Civilian Personnel Sections (CPSs) on several figures; (14) Added section on Outside the Continental United States (OCONUS) tour curtailment; (15) Added additional

acronyms; (16) Updated the reference for Schedule A appointment and non-competitive appointment for military spouse; (17) Moved Figures 7.1 through 7.4 from Chapter 7 to Attachment 3; (18) Moved Figure 8.1 through Figure 8.13 from Chapter 8 to Attachment 4; (19) Moved Figure 6.1 and Figure 6.2 from Chapter 6 to Attachment 5.

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## Chapter 1

### OVERVIEW

**1.1. Overview.** The DAF overseas employment Manual supports DoDI 1400.25, Volume 1230, to limit civilian employment in the foreign overseas areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the United States or a non-foreign overseas area.

**1.2. Purpose.** This manual is for the foreign and non-foreign overseas recruitment and orderly rotation of employees to and from the foreign overseas areas. It is designed to provide expanded career opportunities, broaden experience, special skills where needed, and to return employees from the foreign overseas areas after an agreed period of service.

**1.3. Recruitment and Rotation Guidance.** DoD and DAF policies do not provide employees with permanent employment in the foreign overseas areas. DAF considers rotation of civilian employees as a healthy and essential organization tool for civilian career development. **Note:** For policy and guidance on Domestic employees Teleworking Overseas (DETO) please refer to DoDI 1035.01\_DAFI 36-143, *Telework Program*.

**1.4. Selection and Extension Guidance.** The selection or extension of individuals in the overseas areas shall be considered solely on the basis of merit factors without regard to race, color, religion, sex, pregnancy, national origin, age, physical or mental disability, genetic information, lawful political affiliation or non-affiliation, labor organization affiliation or non-affiliation, marital status, status as a parent, prior Equal Employment Opportunity activity or other non-merit factors; and selection must be based solely on job-related criteria according to legitimate position requirements or extension of overseas assignment. Exclusionary policies of the country to which an employee is assigned are not a factor in the selection process.

## Chapter 2

### ROLES AND RESPONSIBILITIES

**2.1. Assistant Secretary of the AF for Manpower and Reserve Affairs (SAF/MR).** Serves as an agent of the Secretary and provides guidance, direction, and oversight for all matters pertaining to the formulation, review, and execution of plans, policies, programs, and budgets addressing overseas employment programs.

**2.2. Deputy Chief of Staff of the AF, Manpower, Personnel and Services (AF/A1).** Develops, coordinates, and executes personnel policy and essential procedural guidance for the management of overseas employment programs.

2.2.1. Directs, monitors, and assesses USAF and USSF compliance and adherence to this manual and requirements.

2.2.2. Collaborates with MAJCOMs/FLDCOMs on the effectiveness of the DAF's overseas employment program.

**2.3. Civilian Force Management Directorate (AF/A1C).** Under the authority and direction of AF/A1 develops DAF policy for the overseas employment programs and provides policy guidance and oversight on the provisions of this manual.

2.3.1. Compiles and consolidates data to support and complete DCPAS/DoD/OPM reports on DAF overseas employment programs.

2.3.2. Responds to inquiries from MAJCOMs/FLDCOMs pertaining to issued operational guidance on the overseas employment programs.

**2.4. Deputy Chief of Space Operations, Personnel (SF/S1).** Develops, coordinates, and executes personnel policy and essential procedural guidance for the management of overseas employment programs within USSF.

**2.5. Director, Civilian Policy and Programs (SF/S1C).** Provides policy guidance and oversight on the provisions of this manual and the overseas employment programs within USSF.

**2.6. Air Force Personnel Center (AFPC).**

2.6.1. Provides current written operational guidance, procedural guidance, periodic training and assistance MAJCOMs/FLDCOMs/CCMDs/DRUs/FOAs, and Civilian Personnel Sections (CPSs) regarding provisions of this manual.

2.6.2. Provides periodic reports on the overseas employment programs to include but not limited to hiring flexibilities, incentives, time-to-hire, spouse employment.

**2.7. MAJCOM/FLDCOMs, DRUs, and FOAs will:**

2.7.1. Provide guidance and support to employees and subordinate CPSs on the procedures, guidelines and requirements outlined in this manual.

2.7.2. Develop supplemental guidance to this manual to ensure compliance with DoD and DAF requirement on overseas employment.

2.7.3. Ensure delegation of authority memoranda are issued to the appropriate personnel with the authority to approve Overseas Tour Extensions (OTEX).

2.7.4. Ensure personnel in an acting capacity receive appointing orders.

2.7.5. Monitor, track, and ensure compliance with this manual.

## **2.8. Civilian Personnel Sections (CPSs).**

2.8.1. Continental United States (CONUS) and Outside Continental United States (OCONUS ) CPSs will:

2.8.1.1. Provide the prospective civilian employee or selectee with comprehensive medical, dental, and educational information about the overseas community where the position is located to help the employee or selectee make an informed decision about accepting the position.

2.8.1.2. Provide employees with Statement of Understanding documents for review and signature for positions located in applicable overseas locations.

2.8.1.3. Assist and advise commanders/civilian equivalents, managers, and supervisors with procedures for curtailing employees tour in the foreign overseas areas.

2.8.1.4. Maintain oversight and accountability of employees in the competitive service in foreign areas that are limited to a period of 5 continuous years unless interrupted by at least 2 years of physical presence in the U.S. or non-foreign overseas area.

2.8.1.5. Counsel employees on the requirements of the DoD Priority Placement Program (PPP) and maintain oversight and accountability of employees registered in PPP.

2.8.2. CONUS CPSs will.

2.8.2.1. Provide employees procedural guidance on overseas employment programs consistent with this manual.

2.8.2.2. Provide supervisors and managers with overseas employment programs advisory services.

2.8.2.3. Ensure there is local training for civilian personnel specialists, attorneys, and management officials for overseas employment programs.

2.8.2.4. Notify OCONUS CPS in writing when return rights position has been changed.

2.8.3. OCONUS CPS will:

2.8.3.1. Ensure the proper overseas employment agreement is given/signed by employees or selectees for any overseas employment. Ensure those selected for foreign area employment covered by the 5-year limitation sign an overseas employment agreement to return from the foreign area in 5 years as a condition of employment, prior to appointment or placement in the competitive service in a foreign area position.

2.8.3.2. Notify CONUS CPSs when employees are exercising their return rights.

2.8.3.3. Ensure timely processing of personnel actions for employees exercising return rights or returning early from overseas locations due to performance or conduct issues.

2.8.3.4. Notify CONUS CPSs when employees with return rights are being extended beyond the 5 year and whether CONUS owning command will extend the return rights or not.

2.8.3.5. CONUS CPS will notify OCONUS CPS in writing when return rights position has been changed.

**2.9. Supervisors, Managers, Commanders and Directors (or Equivalent) will:**

2.9.1. Consider individuals for assignment to positions in foreign overseas areas based on merit factors.

2.9.2. Ensure employees selected for employment in overseas areas are assigned a sponsor located in the local commuting area.

2.9.3. Ensure assigned sponsors provide prospective civilian employees with comprehensive medical, dental, and educational information about the overseas community where the position is located.

2.9.4. Partner with CPSs to ensure an effective and seamless onboarding process of employees selected for positions in the overseas area.

2.9.5. Develop expectations, duties, and responsibilities for employees hired for positions in the overseas area.

2.9.6. Monitor and maintain accountability of civilian employees in the competitive service that are exempt and non-exempt from the 5-year limitation.

2.9.7. Submit requests for OTEX to the CPS in the time outlined in this manual.

2.9.8. Ensure tour curtailment requests are in accordance with the justifications identified in the Joint Travel Regulation (JTR). Review and route an employee's request for non-centrally managed and centrally managed positions to the appropriate approval authority for decision.

2.9.9. Ensure employees scheduled for overseas rotation are registered in PPP at least 6-months prior to the employee's date of estimated return from overseas (DEROS).

2.9.10. Submit requests for personnel actions (RPAs) to fill positions in overseas areas in a timely manner to ensure sufficient time for recruitment and backfill of vacancy created by rotation of employees from the overseas areas.

**2.10. Employees will:**

2.10.1. Exercise their return rights at the end of the completed assignment for return placement in accordance with DoDI 1400.25, Volume 1230.

2.10.2. Register for placement in PPP and in accordance with DAF PPP Supplement for Managing Non-Displaced Overseas (NDOS) Employees, and the DoD PPP Handbook, unless an OTEX is granted.

2.10.3. Exercise return rights to avoid expiration or reduce the effect of a reduction in force (RIF).

## Chapter 3

### STAFFING OF CIVILIAN POSITIONS

#### 3.1. Overseas Civilian Workforce.

3.1.1. When it is advantageous to employ civilians in the foreign overseas areas, the hiring of U.S. and non-U.S. citizens should be undertaken to the maximum extent possible. Unless specific consideration must be given to Foreign Nationals (FNs) by international or bilateral agreements, host nation law, labor agreements or other agreements, consideration is given to military spouses and family members as provided in DoDI 1400.25, Volume 1232. **(T-0)**

3.1.2. The DAF civilian staffing policies, practices, and decisions will comply with Equal Employment Opportunity Commission, and Merit Systems Protection Board regulations, principles, and programs. **(T-0)**

**3.2. Qualifications and Suitability for Employment.** The DAF will only select individuals that are qualified and suitable for overseas employment. Prospective employees will receive full and accurate information about the overseas area for which they are being considered, to include the type of facilities and availability of services, the nature of the work they will perform, the conditions of their employment, and their responsibilities to the U.S. as the nation they represent. **Note:** Foreign nations may not be granted Full Faith and Credit to (U.S. State) same-sex marriages. This is addressed in the tentative job offer questionnaire.

#### 3.3. Pay Differentials and Allowances.

3.3.1. Within the provisions of applicable laws and regulations, DAF civilian employees serving in the foreign overseas areas may be granted differentials and allowances appropriate to their duty location and conditions of employment.

3.3.2. Employees assigned overseas who are selected for an assignment in a different overseas location, may request additional allowances and differentials. The decisions to approve or disapprove such requests are made by the gaining OCONUS CPS in accordance with applicable regulations and any additional MAJCOM/FLDCOM requirements.

3.3.3. Overseas Allowance Determinations. The servicing CPS is responsible for ensuring that a Standard Form (SF) 1190, *Foreign Allowances Application, Grant and Report*, is completed for each employee. **(T-0)** The SF 1190 must be completed to document all overseas allowance determinations, whether an employee is eligible or ineligible for the foreign allowance. **(T-0)** Overseas allowance determinations must comply with the requirements of the Department of State Standardized Regulations (DSSR) and DoDI 1400.25, Volume 1250. **(T-0)** Once the SF 1190 is signed by the employee, the form must be placed in the employee's allowance file and maintained in accordance with the DSSR Section 070, *Reporting Requirements*, which may be found at <https://aoprals.state.gov>. **(T-0)**

#### 3.4. Career Development.

3.4.1. The DAF encourages employees in the Continental U.S., its territories, and possessions to accept overseas assignments as a part of their career development and broadening assignments.

3.4.2. This DAF manual allows for the continuous assessment of civilian workforce requirements and promotes the efficiency of worldwide operations. This manual ensures employment opportunities are available for newly assigned civilian to the foreign overseas areas, military spouse and military family members as current civilian employees and family members rotating into the overseas environment.

3.4.3. The provisions of DAFMAN 36-142 are followed when processing personnel actions for centrally managed positions. Effective force development depends on filling high-level positions with highly qualified and skilled employees who have a variety of successful work experiences at various locations throughout the DAF. These diverse and challenging work roles and responsibilities allow employees to experience the demands and requirements that are typically not available in a single position, at only one installation or organizational level. To attain appropriate depth and breadth of experience in preparation for the next level of responsibilities, employees should remain assigned to a position overseas no less or more than the prescribed overseas tour.

### 3.5. Rotation from the Foreign Overseas Area.

3.5.1. An employee may invoke the option to return from an overseas assignment after the completion of their initial agreed upon tour or subsequent tour of duty. Likewise, management may exercise its option not to pursue an OTEX for an employee after they complete either their initial or subsequent tour of duty. The employee and management must agree to any management-initiated extension to the employee overseas tour. **(T-3)** Refer to [Chapter 7](#) for guidance on OTEX.

3.5.2. An employee who signed an Overseas Employment Agreement in conjunction with a paid permanent change of station (PCS) to an overseas area, is required to complete their initial tour of duty prior to being eligible for another funded PCS move. **(T-2)**

3.5.3. An employee must complete an initial tour for funded PCSs in order to comply with early release from a service agreement and the OCONUS service agreement. **(T-2)** This includes PCS for return rights and retirement as well as PCS for a new assignment, unless the employee was released from their tour of duty requirements as outlined in the JTR, Chapter 5, 054912. *Acceptable Reasons for Release from a Tour of Duty* or for a reason the MAJCOM/FLDCOM found to be acceptable.

3.5.4. Placement of an employee returning from the overseas area may be affected by exercising statutory return rights, under mobility agreement conditions per DAF Form 153, DAF Civilian Centrally Managed Career Development Mobility Agreement, by registration in PPP, or due to abolishment of a position to which return rights were granted, as specified in the Overseas Employment Agreement.

3.5.5. An employee completing one or more tours will exercise return rights when the position to which he or she has return rights is abolished. **(T-1)**

3.5.6. Career and career-conditional employees recruited from the CONUS for permanent positions in a foreign or in a non-foreign overseas area, shall be granted statutory return rights in accordance with DoDI 1400.25, Volume 1230, unless coming from a position on the central salary account. **(T-0)** Return rights apply to:

3.5.6.1. When the employee either moves to a position with the same DoD Component (DAF to DAF) or to a different DoD Component (e.g., DAF to Department of the Army, DAF to Defense Logistics Agency).

3.5.6.2. Both the initial movement and any subsequent movement within the 5-year period. (T-1) For example, the employee initially moves to a position with the same DoD Component, (e.g., DAF to DAF) and subsequently moves to another foreign area position with a different DoD Component (e.g., DAF to Army).

3.5.7. Employees who remain OCONUS beyond the original 5-year assignment will lose their statutory return rights unless the return rights are extended (administrative return rights) by the activity by which the employee has return rights. **(T-1)**

3.5.8. The positions hired with the specified hiring authorities outlined below are exempt from mandatory tour rotations: clerk, translator, attorney, and interpreter overseas. See Title 5, Code of Federal Regulation (CFR), Part 213, *Excepted Service* (i.e., Schedule A) and 5 CFR, Section 315.612, *Noncompetitive appointment of certain military spouses*).

3.5.8.1. Foreign OCONUS activities shall initiate employee return rights no later than 6 months prior to DEROS. **(T-2)**

3.5.8.2. The installation commander at foreign overseas areas may require an employee to exercise return rights to avoid or reduce the effect of a RIF and comply with DAF workforce shaping efforts.

## Chapter 4

### RECRUITMENT FOR POSITIONS IN FOREIGN OVERSEAS AREAS

#### 4.1. Scope.

4.1.1. This chapter establishes the DAF policies and procedures for recruiting and filling positions in the foreign overseas areas except for SES positions.

4.1.2. DAF employees recruited from the U.S. for an overseas assignment should be recruited in accordance with DAFMAN 36-203 and DAFMAN 36-142 for centrally managed positions, using applicable merit promotion procedures. **(T-1)**

#### 4.2. Procedures.

4.2.1. To the maximum extent possible, local candidates should be utilized to fill positions in foreign overseas areas, consistent with treaty arrangements, laws and other host nation agreements. This is consistent with the intent of Congress and DoD and the DAF policy to maximize employment opportunities for command-sponsored spouses, family members of both military and civilian employees. **(T-1)**

4.2.2. When candidates are not available in the local community, refer to **Figure A2.1.**, *OCONUS Order of Referral Logic Table*, for the referral and selection of candidates to fill vacant positions.

**4.3. Standardized Tours of Duty for DoD Civilians.** Initial employment agreements and subsequent renewal agreements shall be executed for the period specified in the Per Diem, Travel and Transportation Allowance Committee (PDTATAC) Tour Lengths and Tours of Duty OCONUS document located at, [https://www.travel.dod.mil/Portals/119/Documents/JTR/Supplements/TOUR\\_LENGTHS AND TOURS OF DUTY OCONUS.pdf](https://www.travel.dod.mil/Portals/119/Documents/JTR/Supplements/TOUR_LENGTHS_AND TOURS OF DUTY OCONUS.pdf). **(T-0)** Additional guidance and tools are located at <https://www.defensetravel.dod.mil/Docs/AP-TL-01.pdf>.

#### 4.4. Recruitment for Foreign Overseas Employment.

4.4.1. Employees with career or career-conditional status assigned or appointed in the foreign overseas areas, must enter into an agreement with the DAF to return to the U.S. from the foreign overseas area after completion of an initial or subsequent prescribed tour of duty to the activity to which the employee has return rights. **(T-2)** For those positions subject to the DoD foreign overseas areas limitation policy, return to the U.S. will occur no later than 5 years after departure for the foreign overseas area unless an OTEX is approved. **(T-1) Note:** Excepted service positions may be exempt from the 5-year limitation. An employee who is exempt from the 5-year foreign overseas area limitation may later become covered by the limitation due to a change in policy, status, or position.

4.4.2. Overseas limited appointments and OTEX are rare and should be used only when there is a severe shortage of qualified candidates to fill mission critical occupations. **(T-2)** Employees assigned to a position in a foreign overseas area on an overseas limited appointment, are subject to the 5-year limitation applied by DoDI 1400.25, Volume 1230, pursuant to Title 5, CFR, Part 301.201, *Appointments of United States Citizens Recruited Overseas*, and are terminated at the end of the 5-year period unless an OTEX is approved. **(T-1)**

#### 4.5. Employment Eligibility Under Status of Forces Agreement or Host Nation Agreements.

4.5.1. The applicable Status of Forces Agreement (SOFA) or Host Nation agreement generally define the term “civilian component” as civilian persons of U.S. nationality who are in the employ of, serving with, or accompanying the U.S. Armed Forces in the host country, but excludes persons who are “ordinarily resident” of the host country.

4.5.2. The SOFA may include certain employees (and their dependents) of corporations organized under the laws of the U.S. Those persons who do not meet the criteria for “civilian component” are only eligible for employment as “local labor” under employment conditions established for FNs (not limited to such as pay and benefits).

4.5.3. Pay, benefits, and the employment of U.S. citizens must comply with U.S. laws, regardless of duty location. To comply with both the SOFA and U.S. law, the DAF cannot employ U.S. citizens in an appropriated fund position who are not eligible to be a part of the civilian component.

4.5.4. In determining whether a person is “ordinarily resident” in the host country, the primary consideration is the situation under which the person initially moved into the host country and the circumstances under which the person remained. The CPS may seek advice from their local Staff Judge Advocate or MAJCOM/FLDCOM.

4.5.4.1. Individuals who are eligible for employment as family members are not considered “ordinarily resident”.

4.5.4.2. Individuals who entered the host nation, as members of the U.S. Armed Forces (military or civilian employees) are not considered “ordinarily resident” if they maintain continuous employment with the U.S. Armed Forces.

4.5.4.3. Indicators that a person is “ordinarily resident” may include, but are not limited to the following:

4.5.4.3.1. Entering a long-term (12 months or more) rental agreement by the applicant or applicant’s spouse.

4.5.4.3.2. Employment on the economy or obtaining a work permit to work on the economy.

4.5.4.3.3. Obtaining a resident visa, work permit, or making a similar declaration that would indicate intent to remain in the foreign area (6 months or more).

4.5.4.3.4. Payment of taxes imposed on local residents.

4.5.4.3.5. Residency in the host country of more than 12 months without U.S. government affiliation (employment with U.S. government, or equivalent employment). The servicing CPS must confirm with the Staff Judge Advocate on the timeframe that has been agreed upon with the host nation. As a general rule, established residence in the host country is an indicator of the intent to stay and consideration as “ordinarily resident”.

4.5.5. The servicing CPS will make eligibility determination and advise AFPC before appointment. **(T-0)**

4.5.6. Generally, individuals determined “ordinarily resident” in the host country break and terminate this status by leaving the host country for at least 12 months. Factors indicating a termination of "ordinarily resident" status include but are not limited to terminating a long-term lease or tenancy, selling property in host country, moving to another country, or shipping household goods to another country.

#### **4.6. Appointment of Locally Available U.S. Citizens in Foreign Areas.**

4.6.1. The employment of locally available U.S. citizens within DAF will be under the following appointment authorities. Refer to [Attachment 2](#), “OCONUS Order of Referral Logic Table”, for the referral and selection of candidates to fill vacant positions.

4.6.2. Career and Career-Conditional Appointments. Applicants and employees with personal competitive status, applicants selected from OPM Delegated Examining Unit/Special Examining Unit certificates, OPM/DoD Interchange Agreements, and applicants appointed using Veterans’ Employment Opportunities Act, will be appointed or converted with career or career-conditional tenure. **(T-0)**

4.6.3. DoDI 1400.25, Volume 1232 states applicants who are family members accompanying military or civilian personnel of U.S. government agencies to the foreign overseas areas who do not have personal competitive civil service status or reinstatement eligibility status, are appointed under the 5 CFR, Part 213, Schedule A “family member” appointment authority and 5 CFR, Part 315.612. Refer also to [Chapter 15](#). Applicants who are family members accompanying military or civilian personnel of U.S. government agencies to the foreign areas with personal competitive status are appointed using reinstatement eligibility. Per DoDI 1400.25, Volume 315, the personnel action must include a second authority code on the Standard Form (SF) 50, *Notification of Personnel Action* (NPA). **(T-0)**

4.6.4. Other Excepted Positions. Other foreign overseas positions that are excepted from the competitive service are filled in accordance with the requirements, standards and procedures applicable to excepted service positions and in accordance with 5 CFR Part 213, and 5 CFR, Part 302, *Employment in the Excepted Service*, DAFMAN 36-203, and other applicable policy on excepted service appointments. **(T-0)**

4.6.5. Temporary or Term Appointments. When positions are filled on a temporary or term basis, the appointment authority used will depend on the position and status of the selectee. Refer to 5 CFR, Part 316, *Temporary and Term Appointment*, for additional information.

4.6.6. Veterans’ Appointments. The use of veterans’ appointment in foreign overseas areas should comply with Title 5, CFR, Part 221, *Veteran Preference*, DAFMAN 36-203, and any other applicable policy on the employment of veterans.

4.6.7. Overseas Limited Appointments. Locally available candidates, other than those indicated in [Chapter 7](#), are appointed under the overseas limited appointing authority contained in 5 CFR, § 301.201, *Appointments of United States Citizens Recruited Overseas*, and may only be appointed when there is a severe shortage of available candidates after a competitive announcement. Local applicants and employees subject to the DoD rotation policy are appointed or converted to overseas limited not-to-exceed appointments:

4.6.7.1. The established not-to-exceed date will reflect the termination date of the normal tour for the location, or any approved extension date, not to exceed the allowable 5-year foreign area employment.

4.6.7.2. Local applicants and employees who are not family members, who do not have competitive status, appointed or converted to positions not subject to the rotation policy are appointed to overseas limited appointments of indefinite tenure. **(T-0)**

#### **4.7. Military Spouse Preference (MSP) Program.**

4.7.1. The authorities referencing the employment of military spouse is Title 10 USC, § 1784, *Employment Opportunities for Military Spouses*, 5 CFR Parts 213, 5 CFR Part 315, DoDI 1400.25, Volume 315 and DAFMAN 36-203, Chapter 5, Military Spouse Preference Program. AFPC and CPSs must refer to these regulations and manuals, as well as any policies, when implementing Military Spouse Preference at foreign overseas locations. **(T-0)**

4.7.2. When military spouses who are entitled to preference under the provisions of applicable laws and instructions are among the “best qualified” on a competitive referral, they will be selected before any other competitive candidates, unless an exception is granted. The authority to approve such an exception is delegated to the Commander to whom the appointing authority is delegated at the foreign location where application is made. That authority may be re-delegated to the Civilian Personnel Officer. The CPS will maintain documentation on exceptions. **(T-3)** Exceptions should be rare and based only on compelling hardship to the mission or to the applicant.

4.7.2.1. When more than one military spouse is referred, personal interviews are permitted as part of the selection process as long as one of the military spouses is selected for employment.

4.7.2.2. For foreign areas, the military spouse preference candidate may apply for employment 30 days before anticipated arrival; however, spouses may not receive preference until reporting to the foreign area. Spouses of military sponsors who are within six months of their tour rotation date, may be non-selected for continuing positions without regard to preference. Consideration will be through application for job vacancies via USAJOBS. Military spouses eligible for MSP may accept or decline an unlimited number of non-continuing positions without loss of their MSP.

4.7.3. In foreign overseas areas, military spouses without civil service status may be non-competitively appointed in accordance with DoDI 1400.25, Volume 315, which states “Military spouses may be non-competitively appointed pursuant to 5 CFR, Part 315.612 (which covers positions in overseas installations when filled by dependents of military members or civilian employees of the U.S. Government residing in the area), provided that the pertinent eligibility criteria are met.” Military spouse preference is applicable to such appointments if the military spouse is determined to be among the best qualified for the position. The applicant will provide all required documents on the USAJOBS website such as a resume, Military Spouse PPP Self-Certification Checklist, and the military member sponsor’s PCS orders confirming relocation to the new active-duty station to verify eligibility for MSP.

4.7.4. It is recommended that military spouses create a USAJOBS account and add their resumes with the necessary documents required for employment verification. Suggested documents are college transcripts, a well written and supported resume, certifications, licenses,

specialized training, Member-4 copy of Department of Defense (DD) Form 214, *Certificate of Release or Discharge from Active Duty* (if claiming veterans' preference in addition to spouse preference) and the sponsor's PCS orders, and any amendments to the PCS orders. The applicant will not receive consideration without proper documentation. **(T-0)**

## Chapter 5

### EMPLOYMENT OF NON-U.S. CITIZENS IN FOREIGN OVERSEAS AREAS

#### 5.1. The Authority for Appointment and Employment.

5.1.1. This chapter implements DoDI 1400.25, Volume 1231. Foreign national employment systems will vary based on international and bilateral agreements, host national laws and labor agreements.

5.1.2. Persons who are not citizens of the U.S. may be recruited in foreign overseas areas and appointed to overseas positions without regard to competitive requirements in accordance with the authority provided in DoDI 1400.25, Volume 1231. These appointments are, in general, made in the same manner as Schedule A, Excepted Appointments (5 CFR, Part 213). **(T-0)** Non-U.S. citizens must be family members of individuals who are in the country/territory on “official orders” from the U.S. government to receive preference for foreign national positions except when providing such preference would conflict with international and bilateral agreements, host national laws and labor agreements.

**5.2. Types of Appointments.** All non-U.S. citizen employees are given either an excepted or excepted not to exceed appointment, as appropriate. Appointments may be made in accordance with international and bilateral agreements, host nation law, and labor agreements on a full-time, part-time, or intermittent basis. Excepted appointments are of indefinite tenure. Excepted not to exceed appointments are generally limited to periods of one year or less. However, there is no restriction on making these appointments for greater periods.

#### 5.3. Dual Citizenship.

5.3.1. Employment of Individuals with Dual Citizenship. If otherwise eligible, a person with dual citizenship is employed as a U.S. citizen and provided the maximum benefits possible under laws and regulations applicable to the employment of U.S. citizens. **(T-0)**

5.3.2. U.S. law does not require a U.S. citizen to choose between U.S. citizenship and another (foreign) nationality (or nationalities). A U.S. citizen may naturalize in a foreign state without any risk to their U.S. citizenship.

5.3.3. Foreign Government Direct Hire. There is no authority to hire a U.S. citizen as a foreign national into appropriated fund positions because such employment is not exempt from U.S. employment and pay laws and implementing regulations. Where a U.S. citizen is employed unknowingly as a foreign national and later makes known their U.S. citizenship, the employment must be terminated promptly because the employee is serving under an unauthorized appointment. **(T-0)**

5.3.4. Foreign Government Indirect Hire. The local government may hire a U.S. citizen under the indirect hire system, but DAF personnel should not refer, recommend, or encourage such employment. As U.S. citizenship could be affected by such employment, the individual should be advised to consult with the U.S. Embassy before accepting local indirect hire employment. Indirect hire of U.S. citizens should not be made in countries where foreign national salaries are paid by the host country. **(T-0)**

#### 5.4. Effect of Acquiring Citizenship.

5.4.1. Employees who acquire U.S. citizenship during their overseas service in a country outside of the United States Air Force in Europe – Air Force Africa (USAFE-AFACRICA) and Pacific Air Forces (PACAF) area of responsibility, may continue to serve under the Excepted Appointment in the position they occupied when their citizenship was acquired. No personnel action is required unless the employee is made a General Schedule employee and a change in pay method category must be recorded. The CPS or supervisor may not be moved non-competitively to other competitive positions. **(T-0)** When a non-citizen is appointed to a General Schedule position, the agency takes action to convert the employee to a career-conditional appointment (applicable to Guam). **(T-0)**

5.4.2. A non-U.S. citizen direct hire employee who acquires U.S. citizenship is entitled to receive the U.S. rate of pay appropriate for the position being occupied. The employee is also entitled to retirement, health, leave, and life insurance benefits accorded to U.S. citizen employees. Entitlements to travel and other allowances are determined under current criteria. The conversion to U.S. rate of pay is affected on a SF 50, as a “Pay Adjustment.” The effective date of the pay adjustment is the day following the date that the employee made known their U.S. citizenship to the CPS. Pay is established at the initial step rate unless a higher adjustment rate is appropriate based on the current rate of pay. This does not apply to non-U.S. citizens in the USAFE-AFACRICA and PACAF area of responsibility.

5.4.3. If the position occupied by the employee was established and funded for occupancy by a foreign national, a decision must be made in accordance with the following on retention of the employee: **(T-0)**

5.4.3.1. If manning and budget approval can be obtained for continuing occupancy of the position at U.S. pay rates, the employee may remain under their current appointment. However, the employee cannot be moved to another position or converted in the current position except under [paragraph 5.4.3.3](#), below.

5.4.3.2. If the agency cannot obtain manning and budget approval, it must apply its RIF procedures. **(T-3)** The employee’s type of appointment and pay would place them in a separate competitive level and no entitlement to displace or bump another employee exists.

5.4.3.3. If the employee meets the qualification requirements and is otherwise eligible for appointment in the Civil Service as well as DAF requirements, an appointment may be made either to the current position, if authorized under [paragraph 5.4.3.1](#) or to another position. **Note:** Gaining U.S. citizenship does not entitle an employee to continued employment.

#### 5.5. Determination of Positions to Which Non-U.S. Citizens will be Assigned.

5.5.1. The following factors and circumstances are considered in deciding whether to fill a position by a non-U.S. citizen:

5.5.1.1. Provisions of governing international and bilateral agreements, host nation law, and labor agreements, including its position relative to our retention of an adequate non-U.S. citizen work force in the event of military mobilization or national emergency.

5.5.1.2. Availability of qualified personnel locally or in surrounding areas.

5.5.1.3. Degree of indoctrination and training estimated to be required if locally available non-U.S. citizens are employed.

5.5.1.4. Relative cost for salary, transportation and logistical support of non-U.S. and U.S. citizen personnel.

5.5.1.5. Security requirements for individual positions.

5.5.2. The ability to retain personnel in the event of mobilization or national emergency conditions is significant in determining whether effective use can be made of non-U.S. citizen personnel. Therefore, an attempt must be made to ascertain the views of the host government prior to deciding to employ non-U.S. citizens.

5.5.3. Governing agreements provide general assurance regarding the retention of the non-U.S. citizen work force under mobilization or national emergency conditions. It is advisable to develop and communicate implementing arrangements and reach understandings with the host country or territory to identify the specific measures to be taken under mobilization or national security circumstances.

5.5.4. Non-US programs are based on international agreements, or bilateral agreements, which either provide for employment conditions, pay, and benefits to be established unilaterally, negotiated with recognized labor unions, or a combination of both. In all cases, supervisors and managers must give parallel consideration to the DoD and DAF objectives of qualifying as a good employer by local standards and fulfilling management needs. **(T-0)**

5.5.5. Air Force organizations with FNs (direct or indirect hires) shall follow the applicable policies for respective countries within the United States European Command (EUCOM) and Pacific Command (PACOM) AOR. **(T-0)**

5.5.6. Program Review. Continuing analysis and review of the personnel programs and the circumstances in the local areas must be made to determine **(T-3)**:

5.5.6.1. Whether program improvements are required to increase effectiveness of administration.

5.5.6.2. Actions which can be taken within the provisions of this section to improve programs or alleviate problems.

5.5.6.3. Need for negotiation or renegotiation of agreements. In this instance, action is initiated in accordance with DoDI 1400.25, Volume 1231. In addition, information on the requirements for and significant developments in negotiations must be transmitted to AF/A1C or SF/S1C, 1040 Air Force Pentagon, Washington, D.C. 20330-1040 or [usaf.pentagon.af-a1.mbx.af-a1cp-workflow@mail.mil](mailto:usaf.pentagon.af-a1.mbx.af-a1cp-workflow@mail.mil). AF/A1C or SF/S1C will engage with USAFE- Air Force Africa (AFAFRICA)/Directorate of Personnel Programs (A1K) and PACAF/A1K should the concern be related to a country within the EUCOM and PACOM AOR. **(T-1)**

5.5.6.4. Need for modification of, or exception to, the provisions of this section. In this case, information on the problems involved, alternative solutions, and recommendations are submitted to AF/A1C or SF/S1C. AF/A1C or SF/S1C will engage with USAFE-AFAFRICA/A1K and PACAF/A1K should the concern be related to a country within the EUCOM and PACOM AOR. **(T-1)**

5.5.6.5. Policies, Regulations, and Other Administrative Controls.

5.5.7. Employment Conditions for Non-U.S. Citizen Personnel. Employment conditions for non-U.S. citizen personnel must ensure employees are: **(T-0)**

5.5.7.1. Compensated in accordance with locally prevailing rates of pay, or rates prevailing in the area from which recruited, unless applicable international and bilateral agreements, host nation laws and labor agreements prevail. **(T-2)**

5.5.7.2. Provided necessary and required training to successfully perform the duties of their position, improve performance and production, and to obtain the skills needed for career advancement and progression.

5.5.7.3. Provided equitable consideration for advancement in responsibility and grade, consistent with their abilities, and assignment to higher-grade duties that do not require assignment of U.S. citizens.

5.5.7.4. Governed by conditions of employment that conform to local practices, such as payment of bonuses, separation allowances, advance payments for vacations, payment for local holidays, and local leave practices.

5.5.7.5. Permitted to participate in local social security programs or the purchase of pension, life, and health insurance from private firms is also permitted. This includes authorization to make employer contributions, withhold employee deductions, and forward such funds to the appropriate insurance companies. These practices are permitted in all areas where non-U.S. citizens are employed by the DAF under direct hire systems.

5.5.7.6. Where legal authority for adoption of any practice appears questionable, submit a request for decision to AF/A1C or SF/S1C. **(T-2)**

5.5.8. Local laws, customs and practices are the fundamental basis for non-U.S. citizen personnel programs. DoD guidance provides that the provisions of a foreign national employment system in any one area will apply uniformly to all elements of the U.S. Armed Forces. Effective coordination among human resources representatives in the host country is essential when new or revised systems are being considered. **(T-3)**

## Chapter 6

### PLACEMENT OF EMPLOYEES INTO FOREIGN AND NON-FOREIGN OVERSEAS POSITIONS

#### 6.1. Overseas Employment Requirements.

6.1.1. The Minimum tours of duty are outlined on the Defense Travel Management Office website,

[https://www.travel.dod.mil/Portals/119/Documents/JTR/Supplements/TOUR\\_LENGTHS\\_AND\\_TOURS\\_OF\\_DUTY\\_OCONUS.pdf](https://www.travel.dod.mil/Portals/119/Documents/JTR/Supplements/TOUR_LENGTHS_AND_TOURS_OF_DUTY_OCONUS.pdf), and are used to determine the terms for return obligation or return rights. Tours of duty and tour lengths are synonymous as it means the amount of time one must complete to earn return transportation entitlements.

6.1.2. Applicants for OCONUS assignment must:

6.1.2.1. Be available for the OCONUS assignment within 65 days.

6.1.2.2. Be willing to remain in the foreign overseas area for at least one full tour of duty and be willing to return from an overseas assignment, except Alaska, Hawaii, Guam or U.S. territories or possessions, within 5 years after overseas employment begins.

6.1.2.3. Be willing to travel by government aircraft.

#### 6.2. Benefits and Entitlements Counseling.

6.2.1. Benefits and entitlements are intended as recruitment and/or retention incentives.

6.2.2. The CONUS and OCONUS CPSs should counsel employees on benefits and entitlements which include topics such as:

6.2.2.1. Advance pay.

6.2.2.2. Allowances which may include but are not limited to...

6.2.2.3. Eligibility for home leave...

6.2.2.4. Opportunities for employment of family members...

6.2.2.5. Non-foreign area entitlements...

6.2.2.6. The unique overseas employment conditions to include medical facilities available, availability of educational services for family members with special needs and prevailing threat conditions that require terrorist and force protection condition briefings prior to PCS.

**6.3. Selection Priorities.** Selection priorities are the same as those established in DAFMAN 36-203 and [Attachment 2](#) for all DAF positions.

#### 6.4. Notification and Selection Process.

6.4.1. AFPC will make employment offers to all selected candidates via email notification and will inform the gaining command of acceptance or declination. **(T-3)**

6.4.2. The tentative selection and job offer message from AFPC will provide preliminary information to the gaining CPS (or the CPS initiating the courtesy processing) regarding the processing of the employee. As a minimum, this information must include: **(T-3)**

6.4.2.1. Position title, series, and grade or pay band equivalent of the position to which being assigned, and the position description or details on the major duties of the position. **(T-3)**

6.4.2.2. Duty location.

6.4.2.3. Length of the tour of duty (T-3). Refer to **Chapter 7** to verify specific tour length. . Tour lengths are prescribed by the Defense Travel Management Office and are specified by Per Diem, Travel and Transportation Allowance Committee (PDTATAC) that governs Tour Lengths and Tours of Duty OCONUS, for specific locations and not the servicing CPS.

6.4.2.4. Approved form used for the certificate of medical qualification examinations, and a reminder that the offer is tentative contingent on satisfactory completion of the medical evaluation (refer to **Chapter 9**). Physical examinations are required only when physical requirements are clearly documented in the position description and/or when there are country specific requirements for the OCONUS location (i.e., a required immunization). When there are physical requirements identified in the position description, successful completion of the physical fitness testing and medical examination is a condition of employment.

6.4.2.5. Passport and Visa requirements, if applicable.

6.4.2.6. Any PCS entitlements, which may include but are not limited to travel, transportation, and allowances.

6.4.2.7. Any special requirements for the position (but not limited to drug-testing, emergency-essential, and supervisory or managerial probationary period).

6.4.2.8. Comprehensive medical, dental, and education information about the overseas community where the position is located. This includes information on the Exceptional Family Member Program (EFMP) for those selectees and employees who voluntarily identified a family member with special medical and/or educational needs, and the Statement of Understanding for employees and candidates selected for civilian positions in applicable overseas locations. **(T-3)**

## **6.5. Employment Offer.**

6.5.1. When the employment offer is made, AFPC and CPS (if applicable) will emphasize that the offer is tentative and contingent upon the satisfactory completion of pre-employment requirements and will recommend that the selectee not take any irreversible actions such as selling a home or car until all pre-employment requirements are met and the firm job offer is issued and accepted. **Note:** When considering candidates from any recruitment source, AFPC must ensure the tentatively selected candidate meets all appointment and suitability conditions before any selection is finalized and the firm job offer is issued. **(T-0)**

6.5.2. Once the selectee accepts the tentative job offer, the gaining CPS will immediately begin processing the selectee to include:

6.5.2.1. Arranging for a medical examination.

6.5.2.2. Requesting passports and visas, if applicable.

6.5.2.3. Initiating any necessary background and security investigation, if applicable.

6.5.3. The gaining CPS Human Resources (HR) Specialist or AFPC HR Specialist assigned to work the action will also obtain the following information and include it in the e-mail notification advising the OCONUS CPS or AFPC HR Specialist of the selectee's acceptance: **(T-3)**

6.5.3.1. Current salary information or any within-grade increases or other projected pay changes scheduled between the time of selection and time of Entrance On Duty (EOD). **(T-3)**

6.5.3.2. A determination as to whether the selectee will have return rights, and the requirement to sign an Overseas Employment Agreement. **(T-3)**

6.5.3.3. State Criminal History Record Check and Installation Record Check clearance dates, if applicable. **(T-3)**

6.5.4. If the losing CPS is another OCONUS location, also provide:

6.5.4.1. Overseas rotation information including, DEROS. **(T-2)**

6.5.4.2. A copy of DD Form 1614, *Request/Authorization for DoD Civilian Permanent Duty or Temporary Change of Station (TCS) Travel and DD Form 1617, Department of Defense (DoD) Transportation Agreement: Transfer of Civilian Employees Outside the Continental United States (OCONUS)* including the date eligible for subsequent PCS, if applicable. **(T-2)**

6.5.4.3. A copy of return rights agreement including the return rights position, location, and expiration date. **(T-2)**

6.5.4.4. 5-year foreign area limit date and extension date beyond 5 years, if applicable.

6.5.4.5. Last renewal agreement travel date, if applicable. **(T-3)**

6.5.5. The losing CPS, if applicable, will verify the last 2 years of employment and provide the gaining CPS with a statement of whether the employee has been or will have been in CONUS or a non-foreign area for 2 years prior to the EOD. Further restrictions regarding eligibility for a subsequent centrally funded PCS may be applicable in accordance with DAFMAN 36-142.

6.5.6. Finally provide the in-processing package to the losing CPS, at a minimum:

6.5.6.1. The position description.

6.5.6.2. The appropriate overseas employment agreement and service agreement.

6.5.6.3. Housing information.

6.5.6.4. Information on healthcare, educational services, and early intervention childcare services within the local community if applicable.

6.5.6.5. The assigned sponsor contact information. Sponsors will provide information on the local area necessary to prepare the selectee and family for the move to the overseas area, and any special instructions or forms. Refer to **Attachment 5** and **Figure A5.1** for *Overseas Processing Instruction Checklist (CONUS CPS)*.

6.5.7. Provide e-mail notification letter to the selectee and include, as attachments:

6.5.7.1. A copy of the position description, core document, or Standard Core Personnel Document.

6.5.7.2. Overseas area information pamphlet.

6.5.7.3. Information benefits, EFMP, if applicable.

6.5.7.4. Statement of Understanding for Employees and Candidates Selected for Civilian Positions in applicable overseas locations.

6.5.7.5. PCS entitlements including shipment of privately-owned vehicle, housing information, and other information on the local area necessary to prepare the selectee and family for the move to the overseas area. As a source for additional information, CPSs can also provide the web page addresses of the DAF OCONUS installation and the Military and Family Readiness centers.

6.5.8. The losing CPS and AFPC are responsible for items on the overseas processing displayed in **Figure A5.2.**, *Overseas Processing Instruction Checklist (OCONUS CPS)*. **(T-3)**

**6.6. Medical Evaluation.** When there are physical requirements identified in the position description, successful completion of the physical fitness testing and medical examination is a condition of employment. Referral for medical evaluation must be done as soon as possible (T-2).

**6.7. Passport and Visa.** AFPC and/or the gaining CPS will assist the selectee in applying for an official (no fee) passport and visa, if applicable, for the selectee and any family members through the local passport office. All passport and visa appointments must be made as soon as possible after receipt of the approved and funded PCS orders. Civilian employees (not dependent family members) may submit a copy of the firm job offer in lieu of the PCS orders from AFPC or the CPS and should not be delayed pending receipt of the in-processing package. Passport processing timelines are controlled by the U.S. Department of State, for additional information on No Fee passport please visit, <https://travel.state.gov/content/travel/en/passports/have-passport.html>. Selectees are required to comply with the requirements identified in the Foreign Clearance Guide for OCONUS locations. **(T-0)**

**6.8. Travel and Transportation.** Upon receipt of the complete and required in-processing package, the travel orders are processed according to applicable procedures and policies.

**6.9. Security Investigations.** If the tentative selectee does not have the appropriate security clearance for the position for which selected, OCONUS CPS will initiate the investigation as soon as possible and advise AFPC upon completion. For positions that require a secret or top-secret clearance, the investigation must be completed with satisfactory results before the selectee may enter a travel status unless the gaining CPS indicates that the appropriate waiver has been completed in accordance with governing instructions on security program management procedures.

**6.10. Counseling Employees on Overseas Employment Requirements.**

6.10.1. OCONUS CPSs should document in writing the counseling session with prospective employees and selectees, regarding the uniqueness of the Host Nation community where the position is located, to include the medical, dental, and educational services availability at the local installation. **(T-3)**

6.10.2. The CPSs shall provide full and accurate information to prospective employees and selectees on medical, dental, and educational services available at the local installation. For example, the type of medical services or facilities, services that will be available, the nature of the work to be performed, the conditions of their employment, host country position on same-sex couples, as applicable, and their responsibilities to the DAF. **(T-3)**

6.10.3. Comprehensive information for selectees who have family members with special medical and educational needs is essential. Information concerning the availability of medical, educational, and early intervention resources and services in the assigned overseas location should be provided to selectees that identify special needs family members. This is especially critical for selectees who need to make informed decisions whether an assignment to the overseas area is appropriate for them and any family members with special medical or educational needs. Refer to **Chapter 9** for additional information on medical standards and requirements overseas.

### **6.11. Setting Entrance on Duty (EOD) Dates.**

6.11.1. CONUS to OCONUS moves: When a candidate is recruited from CONUS to an OCONUS location, the EOD for overseas employment is established on a Sunday, the first day of a pay period, as documented on the PCS orders. Travel day commences on the gaining installation's time, on the first duty day after the EOD (Monday). The employee reports for duty at the new assignment on Tuesday or Wednesday, depending on the number of travel days authorized by the most direct route as determined by the authorized mode of transportation.

6.11.2. OCONUS to CONUS moves: When an employee is returning to CONUS after completing the transportation agreement from an OCONUS assignment, expenses will be paid in accordance with the requirements established within the JTR, and the EOD for the CONUS assignment is set on a Sunday, the first day of a pay period. Travel from the OCONUS location commences on the losing installation's time, on the Thursday or Friday before the EOD date, depending on the number of travel days authorized by direct route as determined by the authorized mode of transportation. The employee is expected to report to their duty location on the first duty day after the EOD (Monday). Coordination of, expenses, and transportation arrangements will be established in accordance with the JTR, Chapter 5, Section 5505.

6.11.3. OCONUS to OCONUS moves: When a candidate is recruited from an OCONUS location to another OCONUS location, the EOD for the new overseas assignment is established on a Sunday, the first day of a pay period, as documented on the PCS orders. Travel day commences on the first duty day after the EOD (Monday), and the employee reports to duty on Tuesday or Wednesday, depending on the number of travel days authorized by the most direct route as determined by the authorized mode of transportation.

6.11.4. The gaining organization can approve leave requests and extend your report date (first duty day) at your new assignment beyond the normal report date, as long as the PCS travel orders authorize and reflect this approved leave. **(T-0)**

6.11.5. First Duty Station Moves: The EOD for a first duty station move is the day the employee is required to report for duty, usually a Monday. A first duty employee for permanent change of station (PCS) purposes is a newly appointed federal civilian employee. This also includes prior federal employees with more than three days break in service. Some examples

include interns, PALACE Acquires, Copper Caps, new college graduates, retiring/separating military and previous government contractors.

6.11.6. Under the provisions of the Joint Travel Regulations, new appointees are not entitled to reimbursement for other expenses incurred as a consequence of a relocation that are normally available for current employees. The employee is required to travel to their new duty station on their own time. For those reporting OCONUS, overseas allowances do not commence until the EOD date.

6.11.7. Regardless of the type of move, both EOD and report dates should be clearly communicated in advance, to prevent the employee incurring expenses that are not reimbursable.

6.11.8. Payment , expenses, and transportation arrangement will be established in accordance with the JTR, Chapter 5, Part F.

## **6.12. Tour Curtailment.**

6.12.1. An employee serving under a service agreement at any foreign overseas areas may be released from their tour of duty requirement, as specified in their service agreement, for reasons beyond the employee's control or due to extenuating circumstances. Employees will be required to provide written justification and proper documentation to the CPS substantiating their reason for needing to curtail their OCONUS tour. **(T-3)** All requests for OCONUS tour curtailment will be reviewed on a case-by-case basis. The CPS must verify that the documentation received is from a reliable and trustworthy source, such as private, state, or local agencies, or an attending physician. **(T-3)** Once documentation is received and verified, the CPS will route the request to the appropriate approving official or office. **(T-2)** Once a decision is made, the CPS will notify the employee and the CONUS CPS, if applicable and begin the process to return the employee CONUS. **(T-3)**

6.12.2. An employee's OCONUS tour may be curtailed in, but not limited to, the following circumstances:

6.12.2.1. Enlistment or call to active duty in the Armed Forces.

6.12.2.2. Release for the Government's convenience, for example, separation due to physical or mental disqualification, lack of skill to perform duties for which recruited or any other duties that the employee could be assigned. Employee separated due to illness induced by misconduct or due to misconduct is not separated for the Government's convenience.

6.12.2.3. The employee's immediate presence is required in the geographical location where the actual residence is located due to an unforeseen emergency.

6.12.2.4. Completion of the agreed tour of duty would result in extreme personal hardship due to circumstances beyond the employee's control, such as conditions seriously affecting the health, welfare, and safety of the employee, serious illness or death in the immediate family, or the imminent breakup of the family group.

6.12.2.5. Significant changes occur in the civilian employee's employment situation or loss of economic benefits. Applying for and accepting a promotion is not considered a loss of economic benefit, nor is it an acceptable reason for release from an overseas tour of duty.

6.12.3. The MAJCOM commander, Career Field Manager (CFM), and AFPC will review all request for tour curtailment and determine acceptability in accordance with JTR, Chapter 5, 54912. (T-2)

**6.13. Renewal Agreement Travel (RAT).**

6.13.1. A civilian employee, and the civilian employee's accompanying dependent, may be eligible to receive travel and transportation allowances for returning home between tours of duty OCONUS.

6.13.2. DAFs leave policy applies regarding an employee's leave status while on RAT.

6.13.3. For question and inquiries regarding RAT, refer to the JTR, Chapter 5, Part H.

## Chapter 7

### FOREIGN AREA EMPLOYMENT LIMITATION

#### 7.1. Information.

7.1.1. DoDI 1400.25, Volume 1230, limits civilian employment in the competitive service in foreign overseas areas to a period of five years unless interrupted by two years of physical presence in the U.S. or non-foreign overseas areas. **(T-0)** Further restrictions regarding eligibility for a subsequent centrally funded PCS may be applicable in accordance with DAFMAN 36-142. **Exception:** Foreign Military Sales (FMS) approval authority is the Air Force Materiel Command, International Affairs (AFMC/IA). **(T-1)** Refer to [paragraph 7.8](#) for authority to approve shorter period of physical presence in U.S.

7.1.2. The 5-year limitation on foreign overseas areas employment provides management the necessary flexibility to accommodate the ever-changing foreign area workforce requirements and provides career-enhancing opportunities for employees located in the U.S. and non-foreign overseas areas. This policy also ensures continuing employment opportunities to newly assigned civilian and military family members as current employees and family members rotate out of the foreign area.

7.1.3. This manual does not guarantee any DAF employee a 5-year foreign area assignment. The DAF may require a career or career-conditional employee to return from an overseas assignment before completing five years, as stipulated in their pre-overseas assignment employment agreement. **(T-3)** Management may also return any employee when it benefits the DAF and aligns with the JTR. Factors influencing early return include the exercise of return rights, registration for placement assistance through the DoD PPP, mobility agreements, and other relevant circumstances. **(T-2)**

7.1.4. The DoDI 1400.25, Volume 1230, 5-year limitation of foreign overseas employment does not apply to family members with personal competitive status who accompany a member of the U.S. Armed Forces or civilian employees assigned to a foreign overseas area, unless loss of dependent status occurs. **(T-0)** See [paragraph 7.4.1](#).

7.1.5. Employees assigned to a Civilian Strategic Leader Program (CSLP) position, whether it's funded by the Central Salary Account (CSA) or owned by the installation, are generally not affected by the foreign area employment limitation, as they typically serve for less than five years. CSLP assignments consists of a 24 to 36-month assignment, with the option to extend for up to one additional year with approval. If an OTEX is warranted, the request should be based upon critical mission needs, such request should be coordinated with the Career Field Team (CFT), Career Field Manager (CFM) and the CSLP office at AFPC. AFPC Talent Management Division (AFPC/DPCZ) facilitates OTEX request in accordance with AFPC outplacement and extension processes. When requesting and approving an OTEX or placement to another assignment, any prior foreign overseas service subject to the limitation must be considered and may also be subjected to the foreign area employment limitation. **(T-3)**

7.1.6. Employees assigned to a Career Broadener (CB) positions funded by the CSA, are generally not affected by the foreign area employment limitation. CB assignments consist of a 30–36-month assignment with the option to extend up to one additional year with approval. If an OTEX is warranted, the request should be based upon critical mission needs, such request

must be submitted by the CPS to the CB office at AFPC for approval. When requesting and approving an OTEX or placement to another assignment, any prior foreign overseas service subject to the limitation must be considered and may also be subjected to the foreign area employment limitation. **(T-3)** 7.1.7. Employees assigned to a Key Career Position (KCP) are generally not affected by the foreign area employment limitation. KCP assignments consist of 36–48-month assignments with the option to extend to not more than 60 months. If an OTEX is warranted, it should be based upon critical mission or developmental needs, requests must be submitted to the functional CFT office at AFPC for approval. When requesting and approving an OTEX or placement to another assignment, any prior foreign overseas service subject to the limitation must be considered and may also be subjected to the foreign area employment limitation. **(T-3)**

## **7.2. Overseas Limited Appointments.**

7.2.1. The policy of limiting foreign area employment to 5 consecutive years within the DoD also applies to employees hired on overseas limited appointments. In accordance with 5 CFR, § 301.201, *Appointments of United States Citizens Recruited Overseas*, overseas limited appointments and extensions are rare and only used when there is a severe shortage of candidates. Initial appointments should be for the normal tour of duty for the location with the option to extend up to 5 years. Employment is terminated at the end of the tour unless an OTEX is approved using the same criteria outlined in **paragraph 7.7**. **(T-3)**

7.2.2. Recruiting career or career-conditional employees from the continental U.S. and then converting them to any kind of time-limited appointment is problematic and should not be considered as a staffing option. **(T-1)**

7.2.3. Employees on overseas limited appointments who are exempt from the foreign employment limitation are on indefinite appointments. Exemptions are outlined in **paragraph 7.5** below.

## **7.3. Computing Allowable Foreign Employment Period.**

7.3.1. To compute the period of allowable foreign overseas area employment remaining under a current appointment, conversion, or on reemployment, all prior civilian appropriated fund competitive service employment (i.e., temporary, term, or permanent) with the DoD in foreign areas not interrupted by at least 2 years of physical residence in the U.S. or non-foreign overseas areas (if a resident) must be counted. **(T-2)**

7.3.2. Time spent in a deployed status does not count towards foreign employment period.

7.3.3. Further restrictions regarding eligibility for a subsequent centrally funded PCS may be applicable in accordance with DAFMAN 36-142. The authority to approve a period less than the required 2 years is delegated to gaining OCONUS MAJCOM/FLDCOM Deputy Commander or equivalent (see **paragraph 8.8**).

## **7.4. Employees Who Lose Family Member Status.**

7.4.1. Excepted Appointments ( 5 CFR, Part 213 and 5 CFR, § 315.612). A family member (see definition of terms) on this appointment who loses family member status through divorce or when the sponsor transfers or separates from the service or is permanently reassigned to another location and departs the area, must be terminated within 60 calendar days from the

date of divorce, transfer, separation from the service or permanent reassignment unless an extension up to one year is approved. **(T-1)**

7.4.2. Time limits on Schedule A excepted service appointments, are based on the sponsor's tour of duty and require the employee to remain a "family member." Family member status ceases to apply through divorce or when the sponsor transfers or separates from the service or the sponsor is permanently reassigned to another location and departs the area. When requested by management and determined to be in the best interest of the DAF, the Commanding Officer with appointing authority may approve an extension for up to one year beyond the sponsor's tour for employees who have lost family member status. These exceptions should be used sparingly.

7.4.3. Career or Career-Conditional Appointments. A family member on a career or career-conditional appointment, who loses family member status through divorce or the sponsor transfers or separates from the service or is permanently reassigned to another location and departs the area, becomes subject to the foreign overseas rotation policy. Tour extension approval is required for the family member to remain in the foreign overseas area. A new overseas employment agreement must be obtained when dependent becomes self-sponsored. Refer to [paragraph 8.1.](#), Overseas Employment Agreements. Refer to [paragraph 7.5.1](#) for guidance concerning authorized foreign area employment and [paragraph 7.3](#) for computing the allowable period.

## 7.5. Exemptions from Foreign Area Employment Limitation.

7.5.1. In accordance with DoDI 1400.25, Volume 1230 the 5-year limitation does not apply to:

7.5.1.1. Employees who have been continuously employed in a foreign area since 1 April 1966.

7.5.1.2. Employees who are family members accompanying military or civilian employees of the DoD Components who are stationed in the area. This exception ceases to apply upon the departure of the sponsor from the area.

7.5.1.3. Unmarried dependent children may be retained in a position past the age of 23 until such time as their sponsor departs the foreign duty station or its commuting area, or the sponsor completes the current period of service requirement, whichever occurs first. **Note:** DoDM1000.13, Volume 2, *DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals*, indicate once an unmarried family member reaches 21 (or 23 and a full-time student), they are not eligible for an identification card or installation access and therefore not employable. Some host country laws also conflict with this guidance, such as the United Kingdom, where the law states a 23-year-old is considered an adult and therefore complicates the visa work requirement. In the event there is a conflict with host country laws, the employee should consult with the servicing CPS and Staff Judge Advocate.

7.5.1.4. Employees who were employed before 24 August 1988, in positions at the general schedule 06 level or below or in non-supervisory wage grade positions, as long as they stay continuously employed at those grade levels.

7.5.1.5. Employees serving on a Veterans' Recruitment Appointment (VRA). VRA employees are subject to the 5-year limitation immediately upon conversion to a career or career-conditional appointment. Upon satisfactory completion of two years of substantially continuous service, the VRA appointed employee must be converted to a career or career conditional appointment **(T-0)**. The intent is to ensure the VRA appointee has enough time to complete two years of excepted service in one, or more than one position, prior to the requirement for VRA conversion. It is not intended to allow continuation of overseas service through a succession of VRA. The employee will sign the DoD rotation policy that is executed prior to the VRA appointment, to be subject to rotation immediately after two years of excepted service and conversion to a position in the competitive service, depending on the length of foreign area employment, as computed in accordance with [paragraph 7.3](#). Six months prior to reaching 5 years, the employee will be registered in the DoD PPP for return placement immediately upon conversion to career-conditional status. **(T-0)**

7.5.1.6. Non-appropriated Fund employees. Employees identified in this section who move from exempt to competitive service positions, become subject to the DoD rotation policy and 5-year employment limitation. All preceding employment with the DoD in a civilian appropriated fund capacity that is not interrupted by a period of two years of physical residence in the U.S., is included in computing the 5-year period. The period of authorized foreign area employment will terminate after a period equivalent to one renewal agreement tour of duty, beginning with the date of change, or after a total of 5 years overseas service including the service immediately prior to the assignment, whichever is later.

**7.6. Impact of Extensions on Return Rights.** Employees granted statutory return rights must exercise their return rights within 5-year unless a short-term extension of return rights is approved by the CONUS activity where the employee has return rights. **(T-0)** If an extension beyond the 5 years is approved by the OCONUS local Command, return placement will be in accordance with the provisions of the DoD PPP. **(T-0)** The CONUS owning command where return rights exist, will advise the OCONUS local CPS in writing when return rights are forfeited. **(T-0)** Employees may not elect to forfeit return rights prior to expiration of return rights so they can register in PPP.

### **7.7. Requests for OTEX in Foreign Areas.**

7.7.1. When granting OTEX for employees serving in foreign overseas areas whose employment is limited by the DoD rotation policy, Commander and approving officials must ensure OTEX comply with DoDI 1400.25, Volume 1230 and are approved by the appropriate delegated official. **(T-0)**

7.7.2. OTEX beyond the 5 years are designed to enable management to meet defined mission requirements and maintain readiness capabilities that cannot otherwise be met due to unavailability of suitable candidates. Extensions are never intended to allow employees to stay in the foreign area for indefinite periods of time. Employees do not have an inherent right to such extensions.

7.7.3. The 5-year overseas employment limitation policy does not guarantee any DAF employee a 5-year assignment overseas. Management is not required to extend an employee beyond the initial tour of duty and does not have to justify reasons for disapproving an

employee's request for tour extension. Accordingly, both the employee and management must agree to any extension of foreign overseas tour. **(T-3)**

7.7.4. Extensions are granted on a case-by-case-basis. If an OTEX is granted, it will normally only be a single extension beyond the 5-year limitation. The approving authority may grant extensions only for mission-related reasons and only if the employee demonstrates acceptable performance and possesses the required knowledge, skills, and abilities for the position. **(T-1)**

7.7.5. OTEX beyond the 5-year overseas limitation, will be initiated no later than 12 months before an employee's DEROS and will include a written business and readiness case analysis that articulates the mission-based reasoning for needing to retain the employee in the overseas area. **(T-2)** The business case will include the potential impact to the squadron, group, wing, MAJCOM/FLDCOM if the OTEX is disapproved, any recruitment challenges or difficulties, and a workforce succession plan for replacing the employee after the end of the overseas tour extension. **(T-2)**

## 7.8. OTEX Approval Authorities.

7.8.1. Short-Term OTEX for Centrally Managed and Non-Centrally Managed Positions. OTEX may be requested for extenuating and unforeseen circumstances (such as to allow children to complete the current school year, delay in receiving orders, processing visas, emergency family or medical issues). Employees may request a short-term overseas tour extension of 6 months or less beyond the initial 5-year foreign area limitation if the extension is advantageous to the Government, or for personal reasons based on substantial special need or hardship without loss of return rights.

7.8.1.1. The OCONUS servicing CPS must notify and coordinate with the CONUS CPS when short-term OTEX are being requested. **(T-3)** The OCONUS Installation Commander approves short-term overseas tour extensions. The CONUS Installation Commander approves short-term return rights where applicable. **(T-1)**. **Note:** The approval authority for all FMS OCONUS direct case positions is the AFMC/IA. Approval of such OTEX will continue the position obligation (return rights) entitlement beyond the 5-year date for those with return rights to a DAF position. **(T-1)**

7.8.1.2. The CONUS servicing CPS will ensure the position obligation/return rights extensions are appropriately documented and the employee is notified of this return rights extension. For centrally managed positions, notification to the appropriate CFT is required for situational awareness. **(T-3)** Reference [Attachment 3, Figure A3.1](#) "Tour Extension Requests Beyond Initial Overseas Tour (Up to 5 Years and Beyond 5 Years, but Less Than 6 Months)" and [Figure A3.5](#) for the routing guidance.

7.8.2. OTEX Request up to 5 Years.

7.8.2.1. OCONUS Installation Commanders are delegated the authority to approve extensions of an initial overseas tour up to a maximum of 5 years for all employees on centrally and non-centrally managed positions. This authority may be further delegated. For all centrally managed FMS OCONUS direct hire positions, AFMC/IA holds approval authority and must notify the appropriate CFT for situational awareness. **(T-2)** Any approved extensions up to 5 years remain in effect with movement of the employee on the installation where approval was granted. This approval authority does not apply to CSA funded positions, CSLP positions, CB, or KCP. The OTEX request must be coordinated

and approved with the appropriate CSA, CSLP, CB or KCP CFT at AFPC. The final approval for extension will be approved in accordance with DAFMAN 36-142 and not the organization. **(T-1)**

7.8.2.2. For employees with return rights, the OCONUS servicing CPS will inform the CONUS owning CPS of the pending OTEX approval and final decision. **(T-2)** The CONUS owning CPS supporting the activity to which an employee has return rights and the OCONUS servicing CPS supporting the overseas activity, shall keep each other informed regarding any action that affects an employee's return rights. **(T-3)** Local commanders are responsible for ensuring workforce succession plans are properly developed and executed.

7.8.2.3. When an employee's initial or renewal tour, is not extended, submission of an RPA is required no later than 180 days prior to the expiration of the overseas tour, or as soon as an employee without return rights is selected or registered/placed through PPP or other means is highly encouraged to minimize mission gaps. **(T-1)** Reference **Attachment 3, Figure A3.1, and Figure A3.4** for the routing guidance.

### 7.8.3. OTEX Request Beyond 5 Years (up to 7 years).

7.8.3.1. The authority to approve civilian OTEX requests for up to two years beyond 5-year overseas limitation is delegated to the OCONUS MAJCOM/FLDCOM Deputy Commander (or civilian equivalent) for positions that are not included in centrally managed developmental program portfolio (e.g., CB, CSLP, KCP, Palace Acquire (PAQ), ETC.). **(T-2)** The authority may be further delegated, in writing.

7.8.3.2. For Centrally-Managed Positions: When a position is coded as centrally managed and not in one of the centrally-managed programs, the requestor must provide notification to the owning 2-digit MAJCOM/FLDCOM Functional Manager (FM), MAJCOM/A1K or FLDCOM/S1C, CFT, CFM prior to submitting the OTEX request to the delegated official for final decision as outlined in **Attachment 3, Figure A3.2** "Tour Extension Requests Beyond Initial Overseas Tour (5 Years to 7 Years)" and **Figure A3.6**. CSA funded positions, CSLP positions, CB, or KCP, OTEX request must be coordinated and approved with the appropriate CSA, CSLP, CB or KCP CFT at AFPC.

7.8.3.3. CFTs and managers are a critical part of the extension process and should provide their recommendation from a force development perspective. The functional perspective is unique and provides an important data point in the decision-making process from a force management perspective. A functional analysis should be provided from a "develop the force posture," to prevent stagnation and minimize loss of return rights, whether a concur or non-concur is received from the CFM. Ultimately, coordination should be viewed with emphasis on returning employees within the 5 years, in accordance with DoDI 1400.25, Volume 1230. Reference **Attachment 3, Figure A3.2** and **Figure A3.6** for the routing guidance

7.8.3.4. The installation's servicing CPS must coordinate all OTEX requests no later than 12 months before an employee's DEROS. **(T-2)** When applicable, the OCONUS servicing CPS must advise and coordinate any request for OTEX with their respective MAJCOM/FLDCOM, 2-digit FM and the servicing CONUS CPS. **(T-2)**

7.8.3.5. The OTEX request package must include the local Installation Commander's (or civilian equivalent) detailed workforce succession plan to prevent subsequent extensions. **(T-3)** For employees in centrally managed positions seeking extensions beyond five years, OTEX requests must include MAJCOM/FLDCOM and 2-digit FM recommendations, along with the FM's force development perspective. **(T-3)** . The succession plan should address potential impacts to mission provided from a develop the force posture and to prevent stagnation, recommended courses of action for backfilling the position, and plan to return the employee CONUS at the end of the extension. Renewal tour agreement extensions after 5 continuous years overseas may not exceed two years. **(T-1)**

7.8.4. When adequate PCS funds are not available, notification to the servicing CONUS CPS must occur and the employee must remain in the overseas area until funds become available. The gaining CONUS MAJCOM/FLDCOM, 2-digit FM may approve a one year or less extension in coordination with the losing OCONUS MAJCOM/FLDCOM, to allow time to resolve PCS funding issues. This authority may not be further delegated and only one extension per employee is allowed under this provision. **(T-1)** A business case analysis is not required. Reference [Attachment 3, Figure A3.3](#) "Tour Extension Requests Beyond Initial Overseas Tour (Inadequate PCS Funds)" and [Figure A3.7](#) for routing guidance.

7.8.5. OTEX Request at 7 Years and Beyond.

7.8.5.1. The authority to approve OTEX request at 7 years and beyond is delegated to the OCONUS MAJCOM/FLDCOM Deputy Commander for positions that are not included in centrally managed developmental program portfolio (e.g., CB, CSLP, KCP, PAQ, ETC.). The delegating official may further delegate this authority in writing. **(T-2)**

7.8.5.2. For Centrally-Managed Positions: The OTEX request must be coordinated with the owning MAJCOM/FLDCOM CFM, MAJCOM/FLDCOM, A1K, S1C, CFT, CFM, and AFPC/DPCZ prior to submitting to the OCONUS MAJCOM Deputy Commander for final decision.

7.8.5.3. An OTEX for an employee beyond 7 years should be rare and only for specific mission requirements and not for individual convenience. The installation's servicing CPS must coordinate all OTEX requests no later than 12 months before an employee's DEROS. **(T-2)** If the MAJCOM/FLDCOM Deputy Commander disagrees with the decision from the CFM for centrally managed positions, then the MAJCOM Commander will serve as the final deciding official. **(T-2)** Reference [Attachment 3, Figure A3.4](#) "Tour Extension Requests beyond Initial Overseas Tour (7 years and beyond)" and [Figure A3.8](#) for routing guidance.

7.8.5.4. OTEX request for both centrally managed and non-centrally managed positions must include the following justification: **(T-2)**

7.8.5.4.1. A timeline detailing previous recruitment efforts. **(T-2)**

7.8.5.4.2. An updated written business case analysis describing the mission critical need for the extension. **(T-3)**

7.8.5.4.3. An explanation of the unanticipated events or circumstances that caused the previous workforce succession plans not to succeed and why it cannot be accomplished in the next 6 months. **(T-3)**

- 7.8.5.4.4. A revised and enhanced workforce succession plan addressing the identified gaps of the previous approaches for filling the position that includes a RPA that was submitted 180 days prior to the employee's DEROS or the renewal tour agreement. **(T-3)**
- 7.8.5.4.5. A plan to return the employee at the end of the extension. **(T-3)**
- 7.8.6. Authority to Approve Shorter Period of Physical Presence in the U.S. and the impact to the service agreement in accordance with DoDI 1400.25, Volume 1230 and DAF Centrally Managed CONUS Employment Agreement.
- 7.8.6.1. The gaining OCONUS MAJCOM/FLDCOM will be responsible for waiver approval and funding of the PCS move for employees serving a period of less than 2 years. For candidates selected for OCONUS positions not within DAF(e.g., Defense Logistics Agency, Army, Navy, etc.) approval of the 2-year physical presence requirement defers to the employee's owning CONUS command or non-foreign area MAJCOM/FLDCOM or equivalent.
- 7.8.6.2. The gaining OCONUS MAJCOM/FLDCOM Deputy Commander (CONUS/non-foreign area) or equivalent may approve and fund a PCS for an employee who serves less than the required two years without an acceptable release reason per the DAF Employment Agreement. **(T-2)**. Further restrictions regarding eligibility for a subsequent centrally funded PCS may be applicable in accordance with DAFMAN 36-142. **(T-1)**
- 7.8.6.3. MAJCOM approved waiver moves are funded from MAJCOM/FLDCOM budgets. This authority may not be further delegated. **(T-2)**
- 7.8.6.4. Employees must complete their overseas tour agreement in order to be eligible for a paid PCS return to CONUS; unless released in accordance with the provisions in the JTR, Chapter 5,054912 and DAFMAN 36-142, for centrally managed positions.
- 7.8.6.5. Employees should be advised of approval of shorter period of physical presence in the U.S. and the Impact to Service Agreement.
- 7.8.7. The JTR restricts any employee who is serving under a service agreement due to a government sponsored PCS move from a second PCS move within a 12-month period, unless:
- 7.8.7.1. Employee (or re-employed former employee) is affected by RIF/transfer of function.
- 7.8.7.2. Employee has a move in connection with a DoD Component-directed placement.
- 7.8.7.3. Employee moves from actual residence to a new permanent duty station (PDS) after exercising return transportation rights from an OCONUS PDS under an OCONUS tour agreement, provided the employee was not furnished PCS allowances Temporary Quarters Subsistence Expenses & Miscellaneous Expense Allowance in connection with the return to the actual residence
- 7.8.8. The DAF requires a minimum 48-month tour length in CONUS for centrally managed positions and completion of the applicable OCONUS tour length before a second DAF paid PCS will be funded, unless a waiver is submitted and approved. **(T-1)**
- 7.8.9. An approved waiver releases the employee from all financial liabilities associated with failure to complete the service agreement (DD Form 1618, *Department of Defense (DOD)*)

*Transportation Agreement Transfer of Civilian Employees to and Within Continental United States (CONUS).*

7.8.10. If a waiver is not approved and the employee fails to complete the terms of the service agreement, the employee will be in violation of the agreement (JTR, Chapter 5, 054912). The employee must reimburse the government the costs paid for relocation expenses based on that service agreement and is not eligible for subsequent travel and transportation allowances. **(T-3)**

7.8.11. The DAF Employment Agreements.

7.8.11.1. CONUS employees in centrally managed (CM) positions selected for an OCONUS CM or non-CM position who have not fulfilled the applicable DAF CONUS Employment Agreement, must meet the requirements of DAFMAN 36-142 waiver procedure. **(T-1)** If the gaining OCONUS supervisor selects an employee under such restriction, the supervisor, not the employee, must provide sufficient justification to support a waiver request for another paid PCS move prior to the completion of the DAF CONUS Employment Agreement. **(T-3)** Gaining OCONUS management should determine if the proposed transfer is in the Government's interest; an equally qualified employee is not available within the commuting area of the activity concerned; the losing activity agrees to release the employee; the need to select the employee outweighs the additional cost of a second PCS before completion of the DAF CONUS Employment Agreement; and sufficient efforts were made to locate a candidate from the position who would not require a waiver. The gaining OCONUS must fund the move. **(T-3)** The waiver request must be submitted to the selectee's losing commander for awareness. **(T-3)**

7.8.11.2. Candidates who are physically in the U.S. and were selected from a "certificate of eligibles" to fill foreign OCONUS vacancies must meet the 2-year physical U.S. presence requirement if the 5-year overseas limit has been reached. **(T-2)**

7.8.11.3. OCONUS employees in CM positions selected for a CONUS CM or non-CM position who have not fulfilled the applicable OCONUS Service Agreement (DD Form 1617) tour of duty, must obtain a tour curtailment waiver from AFPC/DP2Z. **(T-0)** Tour curtailment approval may result in another paid PCS or no paid PCS (i.e., a release from OCONUS tour). **(T-1)** Prior to a curtailment waiver request submission, management should determine if:

7.8.11.3.1. There will be exceptions needed to the employee's OCONUS Service Agreements tour length. **Note:** This would not require a waiver .

7.8.11.3.2. The employee was selected for transfer to another DoD Component or non-DoD agency after initial 12-month time on station. **Note:** The gaining organization funds the transfer.

7.8.11.3.3. The employees was separated as a result of RIF.

7.8.11.3.4. The employees was called to active duty or enlistment in the Armed Forces.

7.8.11.3.5. The employees participating in a centrally funded civilian development programs where PCS is required as part of the program, provided the employee has met the minimum 12 months of the JTR requirement and transportation agreement.

7.8.11.3.6. The employee was released for the government's convenience (e.g., separation because of physical/mental disqualification, lack of skill to perform duties for which recruited or any other duties to which the employee could be assigned). **Note:** An employee cannot be separated for the government's convenience because of illness induced by misconduct or because of misconduct.

7.8.11.3.7. The employees requested tour curtailment for humanitarian reasons. Management must receive verification of the nature and extent of the "unforeseen emergency" or "extreme personal hardship" from a reliable and trustworthy source such as private, state, or local welfare agencies; an attending physician; or a legally binding document. **T-0**

## Chapter 8

### OVERSEAS EMPLOYMENT AGREEMENTS

#### 8.1. General Information.

8.1.1. DoDI 1400.25, Volume 1230 established the DoD rotation policy for employees assigned to positions in the competitive service in the foreign overseas areas within the DoD. This rotation policy limits authorized foreign area employment to five years unless an exemption or extension is granted. **(T-1)** The DAF requires a minimum 48-month tour length for employees in CONUS centrally managed positions before being eligible for another DAF-funded PCS.

8.1.2. The servicing CPS in conjunction with losing CPS will ensure that the candidate from non-foreign CONUS to non-foreign area signs the appropriate overseas employment agreement, when the candidate is appointed, assigned or converted to an appropriated fund position in a foreign area; Alaska, Hawaii, U.S. territories and possessions; from a non-foreign area to a foreign area; or between foreign areas. **(T-3)** The overseas employment agreement will establish the conditions and entitlements related to such assignment. **(T-3)** The agreement is required whether or not the employee is to serve in a position subject to the rotation policy, whether the employee was afforded a funded PCS by the Government or whether the employee pays their own way to the overseas location. The agreement will be filed in the electronic Official Personnel Folder to document the employee's understanding of the overseas rotation requirement. **(T-3)**

8.1.3. The overseas employment agreement established at the time of hire for an overseas position, is binding and cannot be unilaterally amended. If the status of a self-sponsored employee changes, such as marriage to a military member, an adjustment can be done to the DEROS to coincide with the spouse's PCS date, with management approval. The employee is still subjected to transfer and is not guaranteed an initial or subsequent adjustment to DEROS based solely on the spouse's tour extension. **(T-1)** The agreement signed at the time of initial assignment or appointment overseas remains in effect if transfer or moving between overseas locations. A new agreement must be obtained upon change in status (for example: when a career or career-conditional family member becomes own sponsor after loss of dependent status). **(T-1)**

8.1.4. Failure to sign an agreement or failure by the CPS to provide the applicable agreement does not exempt the employee from the terms of the policy. In the event the agreement was not signed at the time of appointment or conversion to a competitive service position, the employee is notified in writing of the rotation requirements and of the obligation to return after completion of the allowable foreign area service. **(T-1)**

8.1.5. The CPS will utilize the specific Overseas Employment Agreements at **Attachments 4** and **Figure A4.1** through **Figure A4.13** when employees are assigned, appointed or converted to positions OCONUS. **(T-1)** If specific agreements are required for an OCONUS location, the CPS shall develop and finalize these agreements in consultation with their servicing Labor Management and Employee Relations Office before implementing them. Also refer to the Terms and Definitions regarding foreign or non-foreign areas.

## Chapter 9

### MEDICAL STANDARDS AND PHYSICAL REQUIREMENTS

#### 9.1. Medical Standards and Physical Requirements.

9.1.1. Individuals assigned overseas, including those assigned by position change or transfer, should meet the physical and medical requirements of the position. Selectees (employees) must be able to perform the essential functions of the position, with or without reasonable accommodation. **(T-2)** Positions with physical requirements in the foreign overseas areas are subject to the same medical standards as similar positions in the U.S. In evaluating undue hardship, the nature of the accommodation and the location of the position must be considered.

9.1.2. Tentative selected candidates for a position that have a physical requirement, are subject to a physical examination completed on the appropriated and approved form by a Federal Medical Officer. **(T-1)** Comprehensive information, including the provisions of DoDI 1342.12, *Provision of Early Intervention and Special Education Services to Eligible DoD Dependents*, and DoDI 1315.19, *Exceptional Family Member Program*, for selectees who have family members with special medical and educational needs is essential to enable selectees to make informed decisions about whether an assignment to the foreign overseas area is appropriate for them and their family members who may accompany them.

9.1.3. Medical examinations revealing that the selectee does not meet the minimal medical functional physical requirement necessary to successfully perform the duties of the position for which they are being considered, should be documented on the appropriate form by the medical official performing the evaluation.

9.1.4. Any limiting physical condition(s), or any condition(s) requiring continuous medical care require the medical officer to forward supporting documentation to the CPS or appropriate official for review and decision on whether the selectee can successfully perform the duties of the position.

#### 9.2. Available Medical Care in the Foreign Area.

9.2.1. Selectees will be informed on the availability of medical and dental care within the local commuting area for which they were selected. Employees are to complete the statement of understanding and to make an informed decision whether to continue with their move to the foreign area. **(T-3)**

9.2.2. Selectees with limiting physical conditions requiring reasonable accommodation may submit a reasonable accommodation request through the installation disability program manager or selecting supervisor. Selectees (employees) with limiting physical conditions must be able to perform the essential functions of the position, with or without reasonable accommodation. **(T-2)**

9.2.3. If the selectee has a medical condition that needs continuous monitoring or periodic treatment, the selectee will be provided with comprehensive medical information about care in the overseas community where the position is located, to help the selectee make an informed choice about accepting the position. **(T-1)** The non-availability of health-care providers, medical facilities, medications and treatments are important considerations for the selectee to consider in determining whether to accept an overseas assignment.

9.2.4. For tour curtailment due to preexisting medical conditions or new medical diagnosis, employees are required to provide written justification with supporting documentation (from an attending physician) to the local CPS. **(T-3)** The CPS will route the request for tour curtailment to the appropriate approving official established at the time of hiring. Tour curtailment may be granted In Accordance With (IAW) JTR, Chapter 5, 054912.

### **9.3. Evaluating Special Needs of Family Members.**

9.3.1. Employee's family member with medical, educational, or other special needs that may require accommodation will be requested through the DoDI 1315.19, Section 11, EFMP process. **(T-3)**

9.3.2. Prior to finalizing a selection involving a PCS move to the overseas location, the overseas gaining CPS should engage with the tentative selectee regarding family member needs and care and exchange information regarding special needs of family members against available facilities and services at the overseas location. In accordance with the DoDI 1315.19, EFMP, the tentative selectee has the responsibility to provide all relevant information and correspondence concerning any medical, educational, or other special needs of their family members, that may require accommodation at the overseas location.

9.3.3. Overseas gaining CPSs should address correspondence concern (s) in writing to allow tentative selectees to make informed decisions regarding the needs and well-being of their family members.

### **9.4. Inadequate Medical Facilities.**

9.4.1. Employees requesting for a tour curtailment due to a lack of adequate facilities or services to support a family member with special needs, should obtain supporting documentation from the attending provider.

9.4.2. The supporting documentation should show evidence of the lack of adequate facilities or non-availability of service at the OCONUS location. Employees are required to provide written justification with supporting documentation (from an attending physician) to the local OCONUS CPS for all tour curtailment requests.

9.4.3. The CPS will route the request to the appropriate approving official. **(T-3)** Tour curtailment may be granted IAW JTR, Chapter 5, 054912.

### **9.5. Adequacy of Medical Facilities and Services.**

9.5.1. In determining the numbers and types of U.S. civilian employees needed to support overseas areas, Commanders shall consider the ability of the command to make sure adequate housing, subsistence, medical, commissary, exchange, laundry, transportation, and other essential facilities/services are available. An overseas command may not initiate recruitment from the U.S. (except when required to meet emergency conditions) unless the command or the local community can provide essential facilities and services. **(T-0)**

9.5.2. In those overseas areas where U.S. civilian employees cannot utilize the facilities and services are not available within the local community without restriction or if appropriate and adequate facilities do not exist or are not readily available.

## Chapter 10

### RETURN RIGHTS

#### 10.1. General Information.

10.1.1. Employees serving under a career or career-conditional appointment in the competitive service, recruited from a non-foreign overseas area for assignment outside the continental U.S. (including Alaska and Hawaii) are granted statutory return rights in accordance with DoDI 1400.25, Volume 1230, paragraph 4.i and Enclosure 3 as actual resident of the nonforeign area. **(T-0)**

10.1.2. Statutory return rights are granted for a period of 5 years.

10.1.3. Annual Reporting Requirements. Annually, MAJCOM A1/FLDCOM S1s will submit a report detailing the civilian employees whose overseas tour exceeds 5 years using the Business Objects report located in the Corporate Documents library titled Overseas Employees. The report will also include the reason for exceeding the 5-year limitation and a comprehensive workforce succession plan to prevent any further extensions. **(T-1)** The report is due on 1 October of each year to AFPC Directorate for Personnel Programs, Policy and United States Air Force, Deputy Chief of Staff for Manpower, Personnel and Services, Civilian Force Management Directorate, Workforce Recruitment, Acquisition and Placement (AF/A1CT). AF/A1CT will provide the MAJCOMs the report template. SF/S1C will provide the FLDCOM the report template.

10.1.4. The MAJCOM/FLDCOM will report the PPP status of all civilian employees that are beyond 6 months of their original DEROS and the actions being taken by the Command and employee to secure CONUS or non-foreign placement.

#### 10.2. When Return Rights are Authorized.

10.2.1. Return rights are granted to DAF employees serving under career or career-conditional appointments in the competitive service, under the following circumstances:

10.2.2. Employees recruited from the 50 States and the District of Columbia that accepts an assignment with DAF or DoD as identified in [paragraph 10.4.1](#) in foreign overseas areas.

10.2.3. Employees recruited from Guam, the Virgin Islands, or the Commonwealth of Puerto Rico for assignment with the DAF or DoD in a foreign overseas area or a U.S. territory or possession.

10.2.4. Employees residing in Guam, who accept either a foreign overseas assignment or an assignment to Alaska or Hawaii, will have return rights to Guam provided the employee is a resident of Guam. Employees in Guam serving on an Overseas Employment Agreement with return rights to a position in the U.S., will continue having return rights to the position in the U.S. for remainder of the 5 years. **(T-0)** Return rights are forfeited unless the U.S. activity grants the employee administrative return rights beyond the 5 years. If the employee has already completed the 5 years overseas, they will not be granted return rights on assignment to the foreign area base. **(T-0)**

10.2.5. Employees recruited from Alaska, Hawaii, Guam, or non-foreign overseas areas for OCONUS assignments may not be granted statutory return rights, if they are not an actual

resident of those areas as defined in Appendix A, Part 1 of the JTR, or if they have existing return rights elsewhere. **(T-0)**

10.2.6. Employees accepting overseas Special Investigations and Auditor positions will have return placement under their mobility agreements. Those in Special Investigation positions will have their return placement centrally managed by Headquarters AF Office of Special Investigations in coordination with the Special Investigations CFT.

10.2.7. Auditors will have their return placement managed by the AF Audit Agency in coordination with the Audit CFT and the signed mobility agreement.

10.2.8. Defense Civilian Intelligence Personnel System (DCIPS) employees accepting an overseas position are entitled to return placement procedures in accordance with DoDI 1400.25, Volume 2005: *DoD Civilian Personnel Management System: Defense Civilian Intelligence System (DCIPS) Employment and Placement*. Cyber Excepted Service (CES) employees accepting an overseas position are entitled to administrative return rights in accordance with DAFI 36-141, CES.

10.2.9. Exceptions. The following employees are not granted return rights: **(T-0)**

10.2.9.1. Employees assigned to or from a position in the Senior Executive Service. **(T-2)**

10.2.9.2. Employees whose employment will be terminated, voluntarily or involuntarily. **(T-2)**

10.2.9.3. Employees who have declined functional transfer and have not been assigned to another position. **(T-2)**

10.2.9.4. Employees who are serving in a non-foreign overseas area with an identified place of residence outside that area to which return travel is authorized, or for whom return travel entitlement will accrue on completion of an agreed upon period of overseas service. **(T-2)**

10.2.9.5. Employees assigned in a position identified for return (obligation) of another employee previously assigned overseas (obligated position). **(T-2)**

### 10.3. Administering Return Rights.

10.3.1. Procedures for effecting overseas return rights are contained in [paragraph 10.7](#). Additional requirements necessary for centrally managed positions are included in DAFMAN 36-142. A short-term extension (180 days or less) beyond the 5 years can be granted in cases of unforeseen circumstances (for example: delay in receiving orders, processing visas, emergency family or medical issues), the employee's return rights will remain in effect for the duration of the short-term extension, providing their return rights are to an DAF position. The DAF CONUS organization where return rights exist, must agree to the short-term extension of return rights. The CONUS CPS will notify the employee in writing of short-term return rights extension or non-extension beyond the 5 years.

10.3.2. If a non-short-term extension beyond the 5-year limitation is not approved, return rights are forfeited for the duration of the extended period. **(T-3)** Return rights not exercised at the end of the 5-year period will be forfeited and placement will be in accordance with DoD PPP Handbook. **(T-0)** Employees shall be notified in writing by the servicing CONUS CPS if their return rights have been forfeited. **(T-3)** An employee may exercise return rights after

completing the initial tour of duty. Initial OCONUS tours must be completed prior to a paid PCS return to CONUS unless the employee is released in accordance with JTR, Chapter 5, 054912, Acceptable Reasons for Release from a Tour of Duty, which may be found at <https://www.defensetravel.dod.mil/Docs/perdiem/JTR.pdf>. (T-0) Failure or refusal to exercise return rights, register in PPP, or to accept a valid job offer, is a basis for separation for failure to comply with the signed overseas agreement.

10.3.3. The OCONUS Installation Commander or equivalent may grant one short-term extension (up to 6 months) beyond the initial 5-year period, if advantageous to the Government or based on special needs or hardship. This approval authority may not be further delegated. The CONUS activity to which return rights have been granted must be notified by the servicing overseas CPS, in writing, of the short-term return rights extension. (T-3) Installation commanders at overseas locations may require an employee to exercise return rights at any time during the OCONUS assignment to avoid or reduce the effect of a RIF.

10.3.4. An employee completing one or more tours will exercise return rights when the position to which they have return rights is abolished.

10.3.5. CONUS and OCONUS CPSs shall keep each other informed regarding any action that affects an employee's return rights. Employees will be given written notification in a timely manner when the position to which they have return rights is changed, moved, or abolished; or when an extension of the overseas tour and/or return rights is approved or disapproved. (T-3) Unless the activity where return rights exist, formally agree to grant the employee administrative return rights beyond 5 years, the return rights shall be forfeited if not exercised prior to expiration of tour (i.e., if short-term extension is not previously approved). (T-3)

#### 10.4. Granting Return Rights Within DoD.

10.4.1. Career and career-conditional employees in the competitive service who are employed in the U.S. or in a non-foreign area and who accept an assignment in a foreign area or in a non-foreign area different from the one in which they are currently employed shall be granted return rights for a period of 5 years in accordance with DoDI 1400.25, Volume 1230, if continuously employed in a foreign or non-foreign area. (T-0) The losing CPS must obligate the position for return of the employee, unless return rights cannot be granted in accordance with this manual. (T-3)

10.4.2. Return rights apply to both the initial movement and any subsequent movement within the 5-year period (for example: the employee initially moves to a position with the same DoD Component, and subsequently moves to another foreign area position with a different DoD Component). These return rights shall continue for the duration of the 5-year period. (T-0)

10.4.3. A CONUS organization may grant administrative return rights that do not meet the parameters of [paragraph 10.4.1.](#) or [paragraph 10.4.2](#) above (for example: Excepted Service positions).

10.4.4. The CONUS and OCONUS activities must coordinate overseas tour extensions beyond the 5-year limit. The organization where the employee holds statutory return rights must approve these extensions in writing. (T-3) If administrative return rights are not granted for the period of the extension, return rights will be forfeited. If return rights are forfeited, return placement will be in accordance with the applicable provisions of the DoD PPP Handbook. (T-0) Refer to **Figure 10.1.**

**Figure 10.1. Applicability of 5-Year Foreign Area Limit and Return Rights.**

Employee Is Assigned		5 Year Foreign Area Limit Applies		Return Rights Applies. See notes: 1,2	
From	To	Yes	No	Yes	No
Continental United States	Foreign Area	X		X	
	Alaska/Guam/ Hawaii		X	X	
Alaska/Guam/Hawaii	Foreign Area	X		X	
Alaska	Guam or Hawaii		X	X	
Guam	Alaska or Hawaii		X	X	
Hawaii	Alaska/Guam		X	X	

**NOTES:**

1. Career and career-conditional employees in the competitive service who are employed in the United States or in a non-foreign area and who accept an assignment with the Air Force or Department of Defense outside the United States or in Alaska, Hawaii, or Guam are granted statutory return rights for a period of 5 years only if he or she is an actual resident of the non-foreign area as defined in Appendix a of the Joint Travel Regulation.

2. While employed in Alaska, Hawaii, or Guam if an employee is on an Overseas Employment Agreement with return rights to a base in the CONUS, those return rights will be retained for 5 years, even if the employee accepts a foreign area assignment. After that, return rights are forfeited, unless the base in the United States base extends the return rights. Example: An employee with return rights to Wright-Patterson Air Force Base, Ohio goes on a PCS move to Alaska and is subsequently selected for a position in Japan. If at the time of selection the employee had completed 3 of the 5-year period (to retain the return rights entitlement to Wright Patterson), the employee will retain those return rights to Wright Patterson for the remainder of the 5 year return rights obligation.

**10.5. Conditions Under Which Return Rights Are Lost.**

10.5.1. Return rights are terminated under the following circumstances:

10.5.1.1. Resignation.

10.5.1.2. Separation for cause.

10.5.1.3. Assignment to any DoD activity in CONUS.

10.5.1.4. Transfer to any agency outside DoD.

10.5.1.5. Failure to accept the position to which return rights apply.

## 10.6. Return Rights for Former Participants of the Centrally Managed Force Renewal Intern and Leadership Development Programs.

10.6.1. Career and career-conditional employees selected for an overseas assignment directly from a centrally managed CSA-funded Force Renewal Intern (Palace Acquire, Copper Cap, Pathways Intern, Post-Secondary Student, Recent Graduate Direct Hire Authority) or Leadership Development Program (Career Broadener, Key Career Position, Civilian Developmental, CSLP) position will have return placement under their mobility agreement and the primary method of return. CFT coordination begins 9-12 months before the end of the overseas tour. Upon departure, CSA-funded positions are canceled and return entitlement is managed in accordance with DAFMAN 36-142. Return placement will be accomplished under the conditions set forth under their mobility agreement. **(T-3)** These agreements apply to those situations where there is not an obligated position at the location from which recruited, after completion of the overseas assignment. Those who are not actual residents should sign the Overseas Employment Agreement without Return Rights to Current Position at [Attachment 4](#) and [Figure A4.12](#). Any employee failing to request and accept return assignment under the conditions of the return rights agreement may face separation from DAF employment.

10.6.2. Assignment after completion of an overseas tour is normally accomplished through exercise of return rights or through the DoD PPP. However, management directed reassignment or placement through competitive merit promotion procedures may also be used in facilitating placements. If, a management directed reassignment is the option used for placement, efforts will be made to accommodate employee's personal geographic preferences where possible, in the interest of DAF mission requirements. **(T-3)**

10.6.3. When placement is not possible under the mobility agreement, return rights will be exercised as outlined in [paragraph 10.7](#). Employees must request to exercise their return rights, when completing an overseas tour, by notifying the servicing CONUS CPS at least 6 months in advance of the employee's DEROS. **(T-3)** If an appropriate vacancy is available at the activity from which the employee was recruited for the overseas assignment, the gaining and losing CPSs and AFPC will coordinate the placement of the employee to the position. If no appropriate vacancy exists at the activity from which the employee was recruited, the employee will be returned to an established position (for at least 90 days) at the same grade level or pay band equivalent to the position the employee held prior to the assignment. After 90 days if no suitable vacancy exists, assignment rights will be determined by RIF procedures. The 90-day period and the required RIF notice period may run concurrently. Employees are eligible to register in the DoD PPP when notified their return would result in a RIF situation. Career Broadeners or interns selected from Alaska, Hawaii, or Guam for overseas assignment who are not actual residents of those locations must register in the DoD PPP at least 6 months prior to completing an overseas tour when requesting return assignment to the U.S. **(T-0)**

10.6.4. The CFT and gaining MAJCOM/FLDCOMs should both take an active role in the assignment process. At least 6 months before the end of the overseas tour, the OCONUS CPS will notify AFPC and the MAJCOM/A1K or FLDCOM/S1C of the employee's interest in exercising return rights as well as any other geographic and assignment preferences of the employee. For employees occupying centrally managed positions, the appropriate CFT Manager will assess other projected vacancies within the career field and recommend a management-directed reassignment to the vacancy. The gaining MAJCOM/A1K, FLDCOM/S1C and servicing MAJCOM/FLDCOM FM have a comparable role for non-

centrally managed positions and should take a proactive approach in identifying vacancies for placement.

10.6.5. Career or career-conditional former KCP members vacate their KCP when selected for overseas assignments based on their KCP memorandum of agreement. However, because they vacate their KCP upon their departure and their return entitlement is managed in accordance with **paragraph 10.6** and the above, these employees must sign the Overseas Employment Agreement without Return Rights to Current Position at **Attachment 4** and **Figure A4.10. to Figure A4.13**, whichever is applicable. **(T-3)** These agreements apply to those situations where there is not an obligated position at the location from which recruited, after completion of the overseas assignment. Those who are not actual residents should sign the Overseas Employment Agreement without Return Rights to Current Position at **Attachment 4** and **Figure A4.12**. Any employee failing to request and accept return assignment under the conditions of the return rights agreement may face separation from DAF employment.

## 10.7. Procedures for Effecting Overseas Return Rights.

10.7.1. DoDI 1400.25, Volume 1230, provides return rights to employees on Career or Career-Conditional appointments in the competitive service who have accepted a position in the overseas area. It outlines actions and responsibilities of the releasing activity, the overseas employing activity, and the employee entitled to return rights. It covers procedures for identifying a position to which an employee has return rights, maintaining the return rights obligation, and effecting placement of an employee who applies to exercise those rights or whose return is management-initiated.

10.7.2. Action required at the Time the Employee Leaves for Overseas Duty:

10.7.2.1. Identifying the vacated position. To comply with requirements for the return of assigned employees, the releasing activity must identify the position to which return rights apply and notify the servicing classification authority to update the position obligation in the Defense Civilian Personnel Data System, if assigned to an overseas DAF activity. **(T-1)**

10.7.2.2. Maintenance of Records. The releasing activity should establish and maintain an individual folder for each employee granted return rights. The folder should include:

10.7.2.2.1. Copy of the SF50.

10.7.2.2.2. Copy of the Overseas Employment Agreement.

10.7.2.2.3. Copy of the Core Document or position description to which the employee has return rights.

10.7.2.2.4. Copy of the DD Form 1617, *Department of Defense (DoD) Transportation Agreement: Transfer of Civilian Employees Outside the Continental United States (OCONUS)*.

10.7.2.2.5. Any document which affects return rights, such as RPA, changing the classification of, or abolishing the position; and copies of any correspondence between the activity which granted return rights and the activity to which assigned.

10.7.2.2.6. Any other document or item determined to be of benefit in assuring the employee's entitlement to return placement is honored.

### 10.7.3. Action on the Return Obligation.

10.7.3.1. Filling a position with a return rights obligation. Before placement, the agency must advise the selectee in writing that the position is "obligated to the former employee" and explain how the former employee's return may affect their assignment to that position. **(T-2)**

10.7.3.2. Maintaining the return rights obligation identified with a position. The position's return obligation must remain in effect for the duration of the return rights, regardless of any changes in command authority over the position. **(T-3)** The following requirements are observed in order to maintain the return rights as changes occur to the position:

10.7.3.2.1. Transfer of Function. The returns obligation is transferred with the position in a transfer of function between DoD activities when the position is identifiable as appearing at the new location. It may appear as a vacancy or by movement of the present incumbent with the position. If the position cannot be identified, and the functional transfer offer to the present incumbent is to a different position, the return obligation is transferred to the gaining activity and the procedures of **paragraph 10.7.3.3**. Appropriate documentation will be made a part of the record folder established in accordance with **paragraph 10.7.2.2**.

10.7.3.2.2. Re-Classified Position. The obligation remains with the position when it is upgraded or downgraded without significant change in duties and responsibilities because of classification error or change in classification standards; or due to accretion of duties when there is clear evidence that the new position is a successor position that absorbed the major duties of the former position and, had the overseas employee not accepted the overseas assignment, could have been non-competitively placed in the position.

10.7.3.2.3. Cancellation or reconstruction/reconsideration of position. If the position with a return obligation is cancelled or restructured, a record of the action is placed in the folder described in **paragraph 10.7.2.2**. Return rights are not lost by cancellation of the position. The agency will not transfer a position's return obligation to another position; instead, DAF will retain the position (and its associated obligation) until the employee is scheduled to exercise their return rights. **(T-3)** At that time, the position to which entitled is determined in accordance with **paragraph 10.7.5**. If the initial position is re-established, the return obligation must be identified with it.

10.7.3.2.4. Termination of the Activity. Unless **paragraph 10.7.3.2.1**, **10.7.3.2.2**, or **10.7.3.2.3**, are applicable, the return rights obligation is transferred to a DAF activity in the commuting area. The return obligation will not be identified with a specific position at the activity to which it is transferred until the employee is scheduled to exercise those rights. If there are no DAF activities in the commuting area, the MAJCOM/FLDCOM that had jurisdiction over the activity the employee left for the overseas assignment will assume the return obligation.

10.7.3.3. Notification Requirements. When a return obligation is transferred under **paragraph 10.7.3.2.1**. or **paragraph 10.7.3.2.4** , both the gaining activity and the

OCONUS activity to which the employee is assigned will be officially notified. When the return rights position is changed under [paragraph 10.7.3.2.2.](#) or [paragraph 10.7.3.2.3](#) above, the OCONUS activity will be notified.

#### 10.7.4. Actions by the CONUS/OCONUS Activity.

10.7.4.1. The CPS servicing the OCONUS activity maintains a record of each newly assigned employee to identify those who have been granted return rights. These records are used to advise each employee of their eligibility to exercise those rights 9-months prior to completion of a period of their service agreement or prior to completion of the 5-year foreign area limit. **(T-3)** The content of the notice to the employee will vary depending on the individual circumstances involved.

10.7.4.2. The OCONUS CPS will advise the CONUS CPS which granted return rights: **(T-3)**

10.7.4.2.1. If the employee is assigned to another DoD activity overseas. **Note:** The OCONUS CPS will provide a copy of the SF 50 to the CONUS CPS.

10.7.4.2.2. Of any approved extensions.

10.7.4.2.3. Of any requested extensions beyond 5 years in order to determine if return rights will be preserved.

10.7.4.2.4. Of any decision by the employee to remain OCONUS without an approved extension of return rights.

10.7.4.2.5. Of any action identified in [paragraph 10.5](#), that terminates return rights.

10.7.5. Position Entitlements. An employee granted return rights is entitled to a position at the activity to which return rights apply in the following order:

10.7.5.1. The position last held prior to assignment overseas. A vacant position at the same grade or pay band equivalent for which qualified may be offered; however, the employee may decline that alternate assignment and elect to return to their former position if it still exists.

10.7.5.2. If the former position does not exist, the employee is entitled to a vacant position for which qualified, at the same grade level or pay band equivalent as the former position.

10.7.5.3. If placement cannot be made under paragraphs [10.7.5.1](#) or [10.7.5.2](#), a position is established for 90 calendar days at the same grade level or pay band equivalent and in the same competitive level of the position last held before assignment overseas. The employee is assigned to that position. During the 90 calendar days, the employee is entitled to a vacant DAF position for which qualified within the commuting area, which may become available at the current grade or pay band. If a vacant position does not become available, the employee is entitled to the best position that can be offered under RIF procedures. The 90-day period and the required RIF notice period may run concurrently.

10.7.6. Processing a Return at the Employee's Request.

10.7.6.1. Employees are expected to exercise their return rights no less than 6 months prior to their DEROS to allow for necessary PCS processing and the arrangement of return transportation. Less than 6 months' notice may be accepted by mutual agreement between

the CPSs. On receipt of the employee's request to exercise their return rights, the overseas activity must first determine that the required period of overseas service will be completed on the date return is requested. If not, the activity Commander must determine if the employee is to be released from any remaining period of obligated service under criteria in JTR, Chapter 5, 054912. **(T-0)**

10.7.6.2. If return is authorized, the activity that granted return rights is notified of the employee's request to return. The notice will include the employee's current position title, series and grade or pay band, and the date return is requested. **(T-3)**

10.7.6.3. The activity to which an employee is returning will determine what position is to be offered and advise the overseas activity. Any offer other than the employee's former position must state the reason for the alternate offer. **(T-3)** If the former position has been abolished, and the employee's return would require a RIF, that information will also be furnished. **(T-3)**

10.7.6.4. When a position has been identified the overseas activity will notify the employee in writing once they identify the position. **(T-3)** An employee whose former position has been abolished, and whose return would require a RIF, will be advised of the option to register for priority return placement in the DoD PPP. **(T-0)** The activity to which the return rights apply will receive notification of the employee's decision. **(T-3)**

10.7.7. The losing and gaining CPSs must coordinate a mutually agreeable timeframe for the overseas return. **(T-3)** The personnel action will be effective the date the employee is scheduled to arrive at the CONUS activity. **(T-3)** However, the effective date can be set to allow for delays enroute requested by the employee for personal reasons, if concurred by the gaining activity and authorized in the travel at [paragraph 7.6](#). **(T-3)**

10.7.8. Displacement Actions. When employee exercises return rights to their former position and displaces another employee, RIF procedures may be necessary to determine the displaced employee's assignment rights. The returning employee does not compete for placement under RIF procedures unless the former position has been canceled and the return is to a temporary position established for a 90-day period. **(T-0)**

## Chapter 11

### MANAGEMENT DECISION TO INVOKE RETURN OBLIGATION

#### 11.1. Official Notification.

11.1.1. Applicability. Management should utilize the procedures outlined in this chapter, when it is necessary to initiate an early return action for a CONUS employee. Management will not rely solely on the provisions in this policy to determine early return of any employee facing performance-based or disciplinary actions. **(T-1)** Management should consult their servicing Labor Management and Employee Relations Office prior to initiating an action to return an employee early from the overseas area.

11.1.2. Management-initiated actions may be appropriate when:

11.1.2.1. An employee subject to the DoD rotation policy who is approaching the expiration of the authorized overseas service has not voluntarily applied to exercise return rights or to register for priority return placement through the DoD PPP. **(T-0)**

11.1.2.2. An employee serving under a service agreement at any permanent duty station may be released from the tour of duty requirement specified in the agreement for reasons beyond the employee's control that are acceptable to the DoD component. This includes release when the employee's services are not required for the entire tour of duty period.

11.1.2.3. Through no fault of the employee, if their training and experience were not properly matched with the position for which recruited, and no other position is available to which the employee can be assigned at the OCONUS activity. (This should be coordinated with the appropriate CFT for employees on centrally managed positions). In this situation, an employee may:

11.1.2.3.1. Exercise return rights.

11.1.2.3.2. The servicing command and the command of the base from which the employee left for the overseas area assignment (in coordination with the appropriate CFT, if centrally managed) will attempt to find an alternate assignment at a location and at a grade level or pay band equivalent acceptable to the employee. If necessary, the servicing MAJCOM/FLDCOM, and/or the Career Field Team may seek the assistance of United States Air Force, Deputy Chief of Staff for Manpower, Personnel and Services, Civilian Force Management Directorate, Workforce Shaping, Relations and Innovation Division (AF/A1CP) or SF/S1C in resolving the issue.

11.1.2.3.3. The provisions in [paragraph 11.3.1](#) apply in Alaska, Hawaii or a U.S. territory or possession when an employee is without return rights and when a supervisor or management official elects not to renew an employee's overseas tour during the 5-year return rights period, and for those without return rights, during the initial 5-year overseas period.

11.1.3. This chapter does not apply to:

11.1.3.1. An employee who has served continuously in a foreign area prior to 1 April 1966.

11.1.3.2. An employee as a means of management avoiding responsibility for taking appropriate action based on misconduct or unacceptable performance.

**11.2. Informal Actions.** Before initiating the procedures that follow, the appropriate management official will advise the employee of the circumstances on which the return placement action is based. **(T-0)** If the employee is willing to initiate the return, no further action under this chapter will be necessary.

**11.3. Return Placement Procedures at the Expiration of Overseas Service.**

11.3.1. The supervisor or other management official will notify an employee of a decision not to extend overseas service beyond the initial or subsequent tour of duty no later than 12 months before the tour expiration date. The supervisor or management official will remind the employee of the obligation to notify their owning CPS immediately, of their decision for return assignment, and arrange an appointment for the employee with a member of the CPS to discuss return placement options. The servicing CPS will immediately notify the CONUS CPS to which the employee has return rights of the decision not to extend the employee's overseas service and the potential of return placement. **(T-3)**

11.3.2. If the employee has not taken any action within 7 workdays from date of notification of non-extension to request return assignment, written notification will be given by the servicing CPS to the employee and will include: **(T-3)**

11.3.2.1. The decision made not to extend the tour of duty and date the employee was advised. **(T-3)**

11.3.2.2. The obligation to initiate return assignment through exercise of return rights or PPP registration for those with no return rights, as appropriate. **(T-3)**

11.3.3. The following guidance applies to employees completing allowable overseas service with return rights at current or higher grade or pay band.

11.3.3.1. Within 6 months of the expiration of the authorized overseas service, the OCONUS CPS will advise the CONUS CPS where return rights exist that return will be exercised and request identification of the position to which return rights apply. **(T-3)**

11.3.3.2. The agency will advise the employee in writing of their authorized overseas service expiration date and return obligation, citing the original notification (overseas employment agreement) that established the return requirement. **(T-3)** The agency will identify the position to which the return rights apply and offer the employee assignment to it. **(T-3)** The letter will also inform the employee that failure to accept the offer may result in separation proceedings for failure to comply with the return assignment requirement per DoDI 1400.25, Volume 1230, and the DoD PPP Handbook. **(T-1)**

11.3.4. The following guidance applies to employees completing allowable overseas service with return rights at lower grade or pay band.

11.3.4.1. The employee will be advised in writing of their DEROS and the obligation to return CONUS, citing the notification (overseas employment agreement) to the CONUS organization where return rights exist. The letter will advise the employee of the following options: **(T-3)**

11.3.4.1.1. Immediate application to exercise return rights. **(T-1)**

11.3.4.1.2. Registration in the DoD PPP for return placement. **(T-1)**

11.3.4.1.3. The letter will also advise the employee that failure to accept a position offer at the current grade or pay band, and at a location for which registered, may result in their separation from DAF employment. **(T-1)**

11.3.4.1.4. If the employee fails to elect either available option within 7 workdays, the OCONUS CPS will register the employee in PPP and provide written notification to the employee. Job offers made from registration in PPP, will be made in writing to the employee. If job offer is a result of the employee's request to exercise their return rights, the employee will be advised that failure to accept the offer will terminate return rights and return assignment will be affected by PPP. The employee will be notified in writing that failure to accept a job offer made due to registration in DoD PPP, will result in action being initiated to propose their separation for failure to accept return assignment to comply with the DoD Rotation Policy in accordance with DoD PPP Handbook. **(T-0)**

11.3.5. The following guidance applies to employees Completing Allowable Foreign Service Without Return Rights.

11.3.5.1. No later than 7 months before tour expiration date (unless an OTEX decision is pending), the employee will be advised in writing of their DEROS and of the obligation to return to the CONUS, citing the notification (overseas employment agreement). The letter will identify DoD PPP return placement as the means by which such return will be processed and advise the employee to contact the servicing OCONUS CPS for specific details. **(T-0)**

11.3.5.2. A job offer resulting from PPP registration will be made in writing. If the offer is at the employee's current grade or pay band equivalent, the employee will be advised that failure to accept the offer will result in action being initiated to propose their separation from the DAF to comply with the DoD Rotation Policy. **(T-0)**

11.3.5.3. Employees whose early return is in the "best interests of the DAF" will be proposed by the supervisor and approved or disapproved at the discretion of management. **(T-3)**

11.3.5.3.1. The employee will be advised in writing of the decision, the reasons, and the means by which return is to be affected, such as exercise of return rights or registration in DoD PPP (if otherwise eligible) for priority return placement. **(T-3)**

11.3.5.3.2. Depending on the urgency of the situation, expanded registration may be required.

11.3.5.3.3. Any return to a lower grade or pay band equivalent will be affected and consistent with DAFI 36-120, *Civilian Personnel Management Workforce Shaping Policy Guidance for Reduction in Force and Transfer of Function* and DoDI 1400.25, Volume 351, *Department of Defense Civilian Personnel Management System: Reduction in Force*. **(T-0)**

11.3.5.4. Employees whose skills do not match the overseas position. If the employee does not have return rights, the employee's return will follow the procedures in [paragraph 11.1.2](#). Return registration will not include the series and grade or pay band equivalent of

the overseas position, unless options are available for which it is determined the employee is well qualified. **(T-0)**

#### **11.4. Failure to Request Return Assignment.**

11.4.1. Failure to request return assignment when notified that overseas service will not be extended or that overseas service allowable under the DoD rotation policy is completed is a breach of the overseas employment agreement and DoDI 1400.25, Volume 1230. **(T-0)** Commanders propose action to remove the employee for failure to comply with the overseas employment agreement or failure to request return assignment in accordance with the provisions of the DoD overseas rotation policy and the conditions implicit to the employee's employment agreement. **(T-0)** This applies to all employees covered by the policy, including those who did not sign a formal agreement but received notification of the policy and its return obligations. (see [Figure A4.5](#)). **(T-0)**

#### **11.5. Management-Initiated Returns.**

11.5.1. An employee serving under a service agreement at any Permanent Duty Station may be released from the tour of duty requirement specified in the agreement for reasons beyond the employee's control that are acceptable to the DAF. This includes release when the employee's services are not required for the entire tour of duty period JTR, Chapter 5, 054912. **(T-0)** If the employee is serviced by a CPS of a DAF command other than the one to which assigned, the servicing command will consult with the employee's parent command prior to any such determination. **(T-2)**

11.5.2. The determination is made only for reasons that will justify the return as being in the best interests of the DAF. Management will consult with their servicing Employee Relations Representative prior to making any decision to return employees early who have or are facing performance-based or disciplinary actions. **(T-2)** Managers/supervisors should also refer to DODI 1400.25V431\_DAFI36-1002, *Performance Management and Appraisal Program administration in the Department of the Air Force* and DAFI 36-148, *Civilian Career Field Management and Centrally Managed Programs*. **(T-1)**

## Chapter 12

### PHYSICAL PRESENCE REQUIREMENTS BETWEEN FOREIGN OVERSEAS TOURS

#### 12.1. General Information.

12.1.1. Applicants must complete a 2-year residency requirement in the U.S. or a non-foreign area between foreign area tours. **(T-2)** Further restrictions regarding eligibility for a subsequent centrally funded PCS may apply in accordance with DAFMAN 36-142.

12.1.2. This guidance applies to employees who have returned to the CONUS or a non-foreign area from a foreign overseas area DoD assignment, as well as to employees or CONUS applicants who are currently in a foreign overseas area seeking employment with the DAF in foreign areas.

12.1.3. Employees who have been in a foreign overseas area for 5 or more years are not eligible for foreign overseas employment until having resided in the CONUS or a non-foreign area for two years or have received an approved waiver to the residency requirement. Employees with prior foreign area service should be counseled on the 2-year (24 month) CONUS or non-foreign area physical presence requirement.

12.1.4. AFPC and CPSs are highly encouraged to counsel applicants who have been in a foreign overseas area, or who are currently in a foreign overseas area, for four years or less and who have not resided in the CONUS or in a non-foreign overseas area for two years or more, that they may only apply for other positions in foreign overseas areas if they can complete a full tour of duty at the applicable OCONUS permanent duty station. However, these applicants are ineligible for any tour that exceeds 5 years, when totaled with previous tours not interrupted by two years or more in the CONUS or non-foreign area.

12.1.5. Given the time to fill a position, applicants may apply for DAF positions overseas at any time after residing in the U.S. or non-foreign area for at least 18 months. If selected, the employee cannot be appointed or assigned to the foreign area position until completion of the two years of CONUS or non-foreign area residency unless a waiver of the residency requirement is approved.

12.1.6. For centrally managed employees who are under a CONUS service agreement, a subsequent paid PCS will not be made unless a waiver is approved. It is essential that each selectee be carefully screened by the gaining CPS or appropriate CFT, to ensure the selectee has resided in the CONUS or non-foreign area for the minimum 18-month period (30 months for centrally managed positions) or met their CONUS service agreement (if applicable). **(T-2)**

#### 12.2. Residency Requirement Waiver Requests.

12.2.1. Owing MAJCOM Deputy Commander (or equivalent) (CONUS) may grant exceptions to the 2 year physical presence requirement for non-centrally managed positions on a case-by-case basis for hard-to-fill, mission critical, emergency essential occupations. **Note:** Approval of a waiver to the 2-year residency requirement resets the calculation of DEROS for the 5-year limitation to the start at the beginning of the entrance-on-duty date for assignment to the position for which the waiver was secured. The CFM may request exceptions for centrally managed career field positions (refer to DAFMAN 36-142 for information on

allowance of a second paid PCS within the applicable service agreement in addition to a residency waiver). Before submitting the request, the CFM should consider the following:

12.2.1.1. Is there a true mission-based need.

12.2.1.2. Are there significant adverse impacts on mission accomplishment

12.2.1.3. Are there any other particularly urgent and unique **(T-2)**

12.2.2. Physical Presence waiver requests will include the following:

12.2.2.1. Justification memorandum with the employee or selectee's name;

12.2.2.2. Current position title, series, grade or pay band, organizational assignment and duty location;

12.2.2.3. Position title, series and grade or pay band equivalent of position, organization assignment and duty location for which selected.

12.2.2.4. Vacancy announcements, RPAs, and any other documentation showing difficulties with recruitment or filling the position; and

12.2.2.5. DoD/DAF Mission Critical Occupations showing that the position is hard-to-fill and any other relevant data that supports the waiver request.

12.2.3. The CPS must ensure the criteria for the physical presence waiver are met prior to submitting the waiver requests to AFPC for a decision. **(T-3)** The CPS will annotate and return all waiver requests that do not meet the requirements to the manager for resubmission. **(T-3)** If the criteria are met, the waiver for non-centrally managed positions will be forwarded through the installation commander (or equivalent) to: (1) the OCONUS MAJCOM/A1 and the CONUS MAJCOM Deputy Commander (or equivalent) for DAF positions; and (2) the OCONUS FLDCOM/S1 and the CONUS FLDCOM Deputy Commander (or equivalent) for USSF positions. **(T-2)** For centrally-managed positions, the waiver must be forwarded through the installation Commander (or equivalent), and the CFT prior to submission to the appropriate CFM for coordination. **(T-1)**

12.2.4. DAF will not require a formal waiver approval process when the employee is participating in a centrally funded civilian development program where PCS is required as part of the program and the employee has not received a PCS in the previous 12 months. **(T-1)**

## Chapter 13

### DEPARTMENT OF DEFENSE PRIORITY PLACEMENT PROGRAM AND RETURN PLACEMENT PROCEDURES FOR NON-DISPLACED FOREIGN OVERSEAS EMPLOYEES

#### 13.1. Overview.

13.1.1. PPP is an administrative program governed by DoD policy and procedures. Although it is the primary vehicle for placing employees who have been adversely affected through no fault of their own, it does not supersede the statutory or regulatory rights of employees or former employees.

13.1.2. PPP Registration Procedures for Non-Displaced Overseas Employees. This does not apply to displaced or non-displaced overseas family member employees or displaced overseas employees. PPP registration eligibility and procedures for non-displaced overseas employees (NDOS) are contained in the DoD PPP Handbook, Chapter 5, at <https://www.dcpas.osd.mil/sites/default/files/Priority%20Placement%20Program%20Handbook%201%20October%202023.pdf> for DAF employees refer to *DAF Priority Placement Supplement for Managing NDOS Employees in the DoD PPP*.

#### 13.2. General PPP Registration Procedures.

13.2.1. PPP registration eligibility and registration period is based on the length of time served on an overseas tour and any authorized extensions. Refer to DoD PPP Handbook Chapter, 5, Section C1 for registration eligibility and Chapter 5, Section C2 for the timelines.

13.2.2. As indicated in DoD PPP Handbook, Chapter 5, Section C1, item c, eligible employees must register within 7 workdays after being notified that their tours are not being extended or after declining a tour extension or be subject to separation if no return rights exist. **(T-0)**

13.2.3. Complete PPP Registration or Counseling Checklist (Chapter 7, Appendix H in DoD PPP Handbook) for each PPP registrant and ensure it is signed by both the registrant and the registering Human Resources Representative at the CPS. The CPS is required to ensure that registrants are counseled (and Appendix H is documented) on all automatic registration expansions and file maintenance requirements indicated in Appendix H of the DoD PPP Handbook are followed. **(T-0)**

13.2.4. NDOS employees who have successfully completed one or more overseas tours or who are within 7 months of meeting the 5-year limitation of overseas employment and have no specific return rights or return rights to an abolished position that would cause RIF separation or demotion are eligible for Priority three (P3) referral as an optional source of qualified candidates. However, this referral will not block external selections.

13.2.4.1. Employees Initial registration must occur 6 months prior to their DEROS. **(T-0)** During the initial 60 days of registration, NDOS employees must be registered for a minimum of one entire CONUS region. The region must be in the CONUS zone in which the employee last resided, was recruited (or home of record if former military), or a zone closer to the employee's overseas duty station. **(T-1)**

13.2.4.2. Employee must be registered for all skills (up to 5) for which qualified. **(T-3)** If a valid offer is not received within 90 days (DAF Policy) of registration, the registration

will be amended to include one grade interval below the employee's current grade in accordance with DoD PPP Handbook, Chapter 5, Section C4 and the overseas employment agreement, if it so indicates. **(T-0)**

13.2.4.3. PPP registrant not placed during the initial 90-day period, will have the areas of registration expanded to include at least two full zones which included the initial registration zone plus one adjacent zone. This expansion is an automatic action accomplished by the registering Human Resources Representative and does not require the concurrence of the employee. **(T-1)**

13.2.4.4. PPP registrants not placed within 120 days, will have their area of registration be expanded to include all four zones. There are no exceptions to this guidance. Registrants will be allowed to remain in PPP until they are placed, decline a valid offer, renew their agreement (if the employee is within their initial 5-year tour and is eligible for one-single extension beyond the initial 5-year tour) or are directed to return, whichever occurs first. **(T-1)**

13.2.5. Employees without specific return rights must register for a minimum of one entire U.S. region when initially enrolled in the PPP. The region must be in the CONUS zone in which they last resided (or home of record if former military) or a zone closer to their overseas duty station. After 60 days without a valid job offer, the employee must be registered for two full zones. **(T-1)**

13.2.5.1. PPP registrants not placed within 120 days, will have their area of registration expanded to include all four zones. Employees will be registered for all skills for which they are well qualified beginning with the initial registration. **(T-1)** The registration will automatically be expanded to include all DoD activities in all zones at the employee's last duty location prior; the employee will remain registered in PPP until their DEROS or the expiration of the 6-month registration period, whichever occurs first. There are no exceptions to this guidance.

13.2.5.2. Registrants will be allowed to remain in PPP until they are placed, decline a valid offer, renew their agreement (if the employee is within their initial 5-year tour and is eligible for one-single extension beyond the initial 5-year tour) or are directed to return, or match for a position via the DAF NDOS supplement program, whichever occurs first in accordance with the DoD PPP Handbook, Chapter 5, Section C, item 2.b.(2). **(T-0)**

13.2.6. When an employee is placed through the PPP, the losing command in the foreign area shall fund the employee's PCS expenses. Temporary quarters subsistence and miscellaneous expenses at the location of the gaining activity will be paid by the gaining activity. **(T-0)**

### **13.3. Non-Displaced Overseas Employees.**

13.3.1. DAF NDOS employees are required to respond to job offers within three business days of receipt. Unless extenuating circumstances occur within this timeline that are outside of the employee's control, failure to respond will be considered an automatic declination. This will also be true for a job offer that may be extended from another DoD Component through the PPP. Depending upon the type of job offer (valid PPP job offer or AFPC/AFMC Staffing Teams), the valid PPP job offer may result in removal from federal service for failing to comply with the terms of the rotation agreement. An AFPC/AFMC PPP Staffing Unit job offer may

result in an management directed reassignment for failing to comply with the terms of the rotation agreement.

13.3.2. If management requests an OTEX while the employee is actively registered in PPP or while AFPC/AFMC PPP Registration Unit is actively searching for a position in which to place the employee and the extension is approved, the OCONUS CPS removes the employee from PPP and notifies the AFPC/AFMC PPP Registration Unit so they can discontinue the placement search. However, if an employee receives a valid offer through PPP or AFPC/AFMC Staffing team, prior to the approval of an overseas tour extension OTEX request, the tour extension request will be canceled. An OTEX request will only be honored, if it is approved prior to a valid PPP job offer or directed job placement through AFPC/AFMC PPP Registration Unit. An employee will not be permitted to decline a valid PPP job offer or directed job placement, prior to approval of an OTEX. **(T-0)**

## Chapter 14

### NON-FOREIGN OVERSEAS AREA POLICIES

#### 14.1. Alaska, Hawaii, Guam or U.S. Territory or Possession.

14.1.1. An employee on a career or career-conditional appointment who moves from the CONUS, Alaska, Hawaii, Guam or a U.S. territory or possession to Alaska, Hawaii or Guam may be authorized return rights at [paragraph 10.2](#). Return rights are retained for 5 years, unless extended by the former organization (i.e., administrative return rights). This applies whether or not there is a service agreement (e.g., transportation). It also applies when the employee pays for their own travel and transportation to Alaska, Hawaii or Guam. **(T-0)**

14.1.2. In accordance with the overseas employment agreement at [Attachment 4](#) and Figures [A4.8](#) and [A4.9](#), management may initiate return when it is in the best interest of the DAF during the 5-year return rights period, and for those without return rights, during the initial 5-year overseas period.

14.1.3. Employees assigned in Alaska, Hawaii or Guam who have return rights to a different location and accept an assignment at another overseas location, continue those return rights for the remainder of the initial 5-year return rights period.

14.1.4. After the 5-year return rights period, or any extensions thereof, employees with return transportation are authorized to register in the DoD PPP for return placement to CONUS as a NDOS employee.

## Chapter 15

### SCHEDULE A APPOINTMENTS

#### 15.1. Applicability and Purpose.

15.1.1. To implement operating instructions for employment of family members of active-duty military members and civilian employees assigned in foreign overseas areas. Refer also to DoDI 1400.25, Volume 1232 and DoDI 1400.25, Volume 315. **(T-0)**

15.1.2. To promote employment opportunities for qualified family members of military and U.S. citizens civilian personnel of U.S. government agencies to the maximum extent possible within controlling appropriations, manpower resources, host nation agreements and veterans' preference entitlement. Providing employment opportunities also involves giving consideration to non-U.S. citizen, third country nationals, family members of military personnel, and U.S. citizen civilian personnel, where permitted by host country agreements and where local tri-service agreements have been established for compensation and other employment conditions under Title 22, USC, Section 3968, *Local Compensation Plans*.

15.1.3. Title 22, USC, Section 3968, *Local Compensation Plans* applies to military spouses. However, this section is distinguished from the preference a military spouse may be entitled to under DoDI 1400.25, Volume 315.

#### 15.2. General Requirements.

15.2.1. An employee serving under an Excepted Appointment may be promoted, demoted or reassigned to another position for which this authority can be used to appoint.

15.2.2. To be eligible for promotion, excepted service family member employees appointed under the Schedule A authority are required to meet the same time-in-grade requirements as competitive service employees.

#### 15.3. Uses and Prohibitions.

15.3.1. This appointing authority is designed to remove certain competitive service restrictions in filling positions locally in foreign overseas areas and to provide job opportunities to family members of military and civilian employees of a U.S. government agency. It is not restricted to family members of military and civilian members assigned to the area by official travel orders. Those family members who later are authorized logistical support are also considered "family members." However, a family member must reside with the sponsor within the vicinity or commuting area of the employing activity to be eligible for appointment and continuous employment. **(T-0)**

15.3.2. This appointing authority does not apply to family members of locally hired appropriated fund or non-appropriated fund civilian employees or to family members with personal competitive status. The civilian employee's sponsor must be on official travel orders. **(T-0)** Additionally, this appointing authority does not apply to family members of personnel of the Red Cross, U.S. Organizations, DoD Contractors, Army and Air Force Exchange Service concessionaires, military banking facilities or universities.

15.3.3. Employed, unmarried children who are entitled to retain a DoD identification card and logistical support under the sponsor's orders may continue to be employed under this authority

until their 23rd birthday or until the sponsor departs the area or completes the current period of service requirement, whichever occurs sooner.

15.3.4. The retention of a family member under this appointment authority requires that the employee remains a family member, and the sponsor remains within the commuting area. The employment must be terminated within two months of when an employee ceases to be a family member or when the sponsor transfers or separates from the service or the sponsor is permanently reassigned to another activity and departs the commuting area. **(T-0)** The appointment SF 50 is documented to reflect the limitation on the appointment based on the projected duration of the sponsor's assignment.

15.3.5. DoDI 1400.25, Volume 1232, states that heads of the DoD Components may permit employment extensions of up to one year for any family member when the DoD Component determines the extension is in the best interest of management or for humanitarian reasons, e.g., adjustment following the death of a sponsor or to allow a dependent to complete the school year. (See [Chapter 7, paragraph 7.8](#) for exceptions).

15.3.6. This authority does not inhibit management's rights to recruit and select candidates from internal recruitment sources (i.e., non-competitive actions).

#### **15.4. Appointment Procedures and Requirements.** (Refer to [Attachment 2](#)):

15.4.1. Eligible family members should apply for employment through USAJOBS. The applicant will provide all required documents on the USAJOBS website such as a resume and the military or civilian sponsor's PCS orders confirming relocation to the new active-duty station. It is recommended that eligible family members create a USAJOBS profile and add their resume with the necessary documents required for employment verification. Suggested documents are college transcripts, a well written and supported resume, certifications, licenses, specialized training, Member-4 copy of member's DD Form 214 (if claiming veterans' preference in addition to family member preference) and the sponsor's PCS orders. Without proper documentation, the applicant may not receive consideration. Applicants must meet qualifications, experience and training requirements and medical qualifications similar to those established for similar or like positions for appointment in the competitive service. **(T-0)**

##### 15.4.2. Appointments:

15.4.2.1. Family members with personal competitive status are given career or career-conditional appointments when selected for other than temporary appointments or for positions normally occupied by foreign national employees under [paragraph 15.3](#) above. Family members subsequently selected for a CONUS position will be processed as a "conversion to reinstatement."

15.4.2.2. Family members without personal competitive status are given an Excepted Appointment Not-to-Exceed or Excepted Appointment, as appropriate.

15.4.3. When an Excepted Appointment is used, a trial period of one year is required.

15.4.4. This appointment authority is not to be used to employ locally available family member personnel to professional staff positions.

### 15.5. Procedural Requirements.

15.5.1. Family members may apply for vacancies through USAJOBS immediately after their sponsor receives PCS orders or formal job offer. However, family members may not receive preference until they arrive at the overseas location. **(T-0)**

15.5.2. Family members with less than 6 months remaining in the overseas area may be non-selected for permanent continuing positions.

**15.6. Overseas Employees Eligible for Non-competitive Appointment Upon Return to the U.S.** Family members employed overseas under the Schedule A appointing authority are eligible to be non-competitively appointed under Executive Order (EO) 12721, *Eligibility of Overseas Employees for Noncompetitive Appointments* to competitive service positions (such as career conditional/career appointments) for which they qualify, after returning to the U.S. provided they meet the conditions of eligibility outlined in 5 CFR Section 315.608, *Noncompetitive appointment of certain former overseas employees*.

### 15.7. Extending/Waiving Service Requirement.

15.7.1. EO 12721 prescribes authority for the non-competitive appointment of certain family members who have been employed at a foreign overseas area (5 CFR, Part 315.608). The authority to approve extensions of the three-year period of appointment eligibility has been delegated to the appointing authority or their designee refer to **paragraph 15.8** below. This authority may be used by family members numerous times within the three-year period for non-continuing positions until eligibility is lost due to the acceptance or declination of an offer to a continuing position.

15.7.2. The waiver request for up to 26 weeks of the 52-week service requirement is with the Deputy Assistant Secretary of Defense (Civilian Personnel Policy). The waiver request is to certify the family members expected 52 weeks of employment were cut short due to a non-personal situation that necessitated the relocation of the family member from the overseas area. **(T-0)**

15.7.2.1. A “non-personal” situation includes disaster, conflict, terrorism or the threat of terrorism, and those situations when a family member is forced to return to the U.S. because of military deployment, drawdowns, or other management-initiated actions. A non-personal situation does not include circumstances that specifically relate to a particular individual.

15.7.2.2. Fully documented, justifiable DAF waiver requests will be forwarded through the servicing CPS to the owning MAJCOM/FLDCOM, USSF/S1C, AFPC/a (Program Oversight) and AF/A1C for review and decision. **(T-0)**

**15.8. Extending Time Limitation on Executive Order (EO 12721) Non-competitive Appointing Authority.** Extensions beyond three years may be granted by the appointing authority or their designee in accordance with provisions of 5 CFR § 315.608.

### 15.9. Summer and Student Employment of Family Members in Foreign Areas.

15.9.1. MAJCOM/FLDCOMs may authorize local activities to establish full-time summer and part time student employment programs for college and high school-age family members of military and civilian employees under the following conditions:

15.9.1.1. The operation of the employment programs is permitted under local host agreements.

15.9.1.2. The programs can be established within manpower and budgetary ceilings.

15.9.1.3. Work assignments are controlled to ensure that no one is assigned to duties that will be demanding beyond their physical capabilities. Appropriate medical examinations and opinions should be secured to determine the physical qualifications of youth if the work assignment would involve a hazard to the youth's health or others.

15.9.1.4. Parental consent must be obtained for children under the age of 16. **(T-2)** Parents are provided information as to the specific type of work to which the youth is to be assigned.

15.9.1.5. The local administration authorities must approve under the part-time student employment program. **(T-2)**

15.9.2. Non-U.S. citizen family member youth may be employed under the program under the following conditions:

15.9.2.1. Where arrangements with host country would permit hiring of non-U.S. citizens accompanying the Armed Forces.

15.9.2.2. Where arrangements with host country would permit the hiring of one or more nationalities but exclude the employment of other non-U.S. citizens, the authority will be restricted to U.S. citizen family member youth.

15.9.2.3. This appointing authority rather than Civil Service Rule 8.3 (appointing authority for appointment of third country nationals) is used for such employment.

15.9.2.4. The DoD Wage Fixing Authority for the type of employment involved establishes wage rates for summer and student employment programs. CPSs desiring to establish these programs for the first time must recommend and request special wage rates through their MAJCOM/FLDCOM to AF/A1CP or SF/S1C. **(T-2)**

## **15.10. Foreign National Positions.**

15.10.1. In the absence of qualified foreign nationals, vacant positions designated for foreign national may be identified and filled with family members under the following conditions:

15.10.1.1. Filling the position can be accomplished under current appropriations and resources.

15.10.1.2. Filling the position would not violate applicable international and bilateral agreements, host nation laws and labor agreements.

15.10.1.3. Appointments are made under the Excepted Appointment Not-to-Exceed authority including those family members with personal competitive status. Initial appointments should not exceed one year. The appointment may be extended up to a maximum of one additional year (24 months of total service), if appropriate.

15.10.1.4. Appointment actions will not change the position's designation nor require U.S. citizen manpower authorization adjustment. **(T-3)**

15.10.2. To all extent possible, family members should not be appointed to positions dedicated for foreign nationals. Family members appointed to positions designated for FNs may be separated or appointed to another position if the position is needed for the placement of a current foreign national.

15.10.3. Applicable Federal personnel laws and implementing regulations regarding pay and other benefits must be applied to employment. **(T-0)**

**15.11. Extension of Appointments.** The provisions of 5 CFR § 213.104 limiting extensions of temporary appointments apply to the Schedule A appointing authority for those positions filled for one year or less. These provisions do not apply to positions that are filled for longer than one year or for indefinite periods.

**15.12. Termination of Appointments.**

15.12.1. A non-preference employee serving under an Excepted Appointment must complete a 2-year trial period prior to being eligible for appeal rights as prescribed in DAFI 36-148. Preference eligible employees serving under an Excepted Appointment must complete a one-year trial period before being eligible for appeal rights prescribed in DAFI 36-148. However, such appeal rights are not applicable to the termination of an appointment under conditions established for the use of this appointment authority (such as when an employee ceases to be a family member as they are no longer eligible).

15.12.2. The notice of termination may be in the form of a letter in advance of the effective date and SF 50, NPA.

## Chapter 16

### SPECIAL REDUCTION-IN-FORCE PLANS

#### 16.1. Applicability and Purpose.

16.1.1. Special RIF plans may be developed for all non-U.S. citizen employees in foreign areas under authority of 5 CFR, Part 351.201(d). When special plans are developed and used, administrative return rights given to U.S. citizen employed by the DAF do not apply, unless incorporated in a plan.

**16.2. Coordination.** Special plans are coordinated with other DoD activities in the locality to assure consistency within the host country or area. Plans must not be used until this coordination has been completed, the plans made a matter of record, an effective date set for use, and employees notified of the provisions of the plans. **(T-0)**

**16.3. Requirements of Plans.** Plans should be simple and easy to understand and administer. Provisions for recognition of veterans' preference as a result of service in the U.S. Armed Forces, length of service, and type of appointment must be included. **(T-0)** Tie breaking provisions also must be incorporated. **(T-0)**

GWENDOLYN R. DeFILIPPI, SES, DAF  
Principal Deputy Assistant Secretary of the  
Air Force for Manpower and Reserve Affairs

**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

- 5 CFR Part 301, *Overseas Employment*
- 5 CFR Part 301.201, *Appointments of United States Citizens Recruited Overseas*
- 5 CFR Part 315 *Career and Career Conditional Employment*
- 5 CFR Part 316 *Temporary and TERM Employment*
- 5 CFR Part 332 *Recruitment and Selection Through Competitive Examination*
- 5 CFR Part 335, *Promotion and Internal Placement*
- 5 CFR Part 339, *Medical Qualification Determinations*
- 5 CFR Part 351, *Reduction-in-Force*
- 5 CFR Part 550, *Pay Administration (General)*
- 5 CFR Part 591, *Allowances and Differentials*
- 10 USC § 1586, *Rotation of Career-Conditional and Career Employees Assigned to Duty Outside the United States*
- 22 USC § 3968, *Local Compensation Plans*
- 40 USC § 1400, *The Individuals with Disabilities Education Act*
- EO 12721, *Eligibility of Overseas Employees for Non-competitive Appointments*, 30 July 1990
- DoD Priority Placement Program Handbook, 1 October 2023
- DoDI 1315.19, *The Exceptional Family Member Program (EFMP)*, 23 June 2023
- DoDI 1342.12, *Provision of Early Intervention and Special Education Services to Eligible DoD Dependents*, 17 June 2015
- DoDD 1400.5, *DoD Policy for Civilian Personnel*, 12 January 2005
- DoDI 1400.25, *Department of Defense Civilian Personnel Management System*
- DoDI 1400.25, *Department of Defense Civilian Personnel Management System*, Volume 100, *General Provisions*, 1 December 1996
- DoDI 1400.25, *Department of Defense Civilian Personnel Management System*, Volume 315, *Employment of Spouses of Active Duty Military*, 19 March 2012
- DoDI 1400.25, *Department of Defense Civilian Personnel Management System*, Volume 351, *DoD Civilian Personnel Management System: Reduction in Force*, 24 June 2021
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- DoDI 1400.25, *Department of Defense Civilian Personnel Management System* Volume 630\_AFI 36-815, *Leave*, 14 November 2019

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DoDI 1400.25, *Department of Defense Civilian Personnel Management System Volume 1250, Overseas Allowances and Differentials*, 23 February 2012

DoDI 1400.25, *Department of Defense Civilian Personnel Management System Volume 1251, Compensation of Foreign Nationals*, 13 January 2014

DoDI 1400.25, *Department of Defense Civilian Personnel Management System Volume 1260, Home Leave*, 19 March 2015

DoDI 1400.25, *Department of Defense Civilian Personnel Management System Volume 1261, Observance of Holidays in Foreign Areas*, 25 March 2015

DoDI 1400.25, *Department of Defense Civilian Personnel Management System Volume 2005, DoD Civilian Personnel Management System: Defense Civilian Intelligence System (DCIPS) Employment and Placement*, 3 March 2012

DoDI 5400.11, *DoD Privacy and Civil Liberties Programs*, 29 January 2019, Change 1 Effective, 8 December 2020

DoDD 1440.1, *DoD Civilian Equal Employment Opportunity Program*, 21 May 1987

DoDM 1416.08, *Department of Defense Manual for Foreign National Compensation*, 30 May 2013

DoDM 1000.13, Volume 2, *DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services and their Dependents and Other Eligible Individuals*, 23 January 2014

AFI 33-322, *Records Management and Information Governance Program*, 23 March 2020

AFI 36-128, *Pay Setting and Allowance*, 17 May 2019

AFI 38-101, *Manpower and Organization*, 29 August 2019

DAFPD 38-1, *Manpower and Organization*, 20 February 2024

JTR Chapter 5, Part G, Section 054912, *Acceptable Reasons for Release from a Tour of Duty*, Current Edition

DAFI 36-120, *Civilian Personnel Management Workforce Shaping Policy Guidance for Reduction in Force and Transfer of Function*, 14 April 2022

DAFI 36-147, *Civilian Conduct and Responsibility*, 11 January 2023

DAFI 36-148, *Discipline and Adverse Actions of Civilian Employees*, 27 September 2022

DAFMAN 36-142, *Civilian Career Field Management and Centrally-Managed Programs*, 4 October 2022

DAFMAN 36-203, *Staffing Civilian Positions*, 30 July 2019

DAFMAN 90-161, *Publishing Processes and Procedures*, 18 October 2023

### ***Adopted Forms***

DAF Form 153, *Department of the Air Force Civilian Mobility Agreement*

DAF Form 679, *Department of the Air Force Publication Compliance Item Waiver Request/Approval*

DAF Form 847, *Recommendation for Change of Product*

DD Form 214, *Certificate of Release or Discharge from Active Duty*

DD Form 1617, *Department of Defense (DoD) Transportation Agreement: Transfer of Civilian Employees Outside the Continental United States (OCONUS)*

DD Form 1618, *Department of Defense (DoD) Transportation Agreement: Transfer of Civilian Employees to and Within Continental United States (CONUS)*

DD Form 3207, *Certificate of Medical Qualification Examination*

SF 50, *Notification of Personnel Action*

SF 1190, *Foreign Allowances Application, Grant and Report*

### ***Abbreviations and Acronyms***

**AFI**—Air Force Instruction

**AFMAN**—Air Force Manual

**AFPC**—Air Force Personnel Center

**AFPD**—Air Force Policy Directive

**ANG**—Air National Guard

**AOC**—Area of Consideration

**BQ**—Best Qualified

**CB**—Career Broadener

**CCMD**—Combatant Command

**CFM**—Career Field Manager

**CFR**—Code of Federal Regulations

**CFT**—Career Field Team

**CM**—Centrally Managed

**CONUS**—Continental United States

**CONUS**—Continental United States

**CPO**—Civilian Personnel Officer

**CPS**—Civilian Personnel Section

**CSA**—Central Salary Account

**CSLP**—Civilian Strategic Leader Program  
**DAF**—Department of the Air Force  
**DAFI**—Department of the Air Force Instruction  
**DAFMAN**—Department of the Air Force Manual  
**DAV**—Disabled Veteran  
**DCPAS**—Defense Civilian Personnel Advisory Service  
**DCIPS**—Defense Civilian Intelligence Personnel System  
**DEROS**—Date Expected Return from Overseas  
**DETO**—Domestic Employees Teleworking Overseas  
**DoD**—Department of Defense  
**DoDD**—Department of Defense Directive  
**DoDI**—Department of Defense Instruction  
**DoDM**—Department of Defense Manual  
**DRU**—Direct Reporting Unit  
**DSSR**—Department of State Standardized Regulations  
**EFMP**—Exceptional Family Member Program  
**EOD**—Entrance on Duty  
**E-SSS**—Electronic Staff Summary Sheet  
**EUCOM**—Europe Command  
**FLDCOM**—Field Command  
**FM**—Functional Manager  
**FMS**—Foreign Military Sales  
**FMVP**—Family Member Veteran’s Preference  
**FN**—Foreign National  
**FOA**—Field Operating Agency  
**HR**—Human Resources  
**IAW**—In Accordance With  
**IWD**—Individuals with Disabilities  
**JTR**—Joint Travel Regulations  
**KCP**—Key Career Position  
**MAJCOM**—Major Command  
**MSP**—Military Spouse Preference

**MSPVP**—Military Spouse Preference with Veteran Preference  
**NAF**—Non-Appropriated Fund  
**NDOS**—Non-Displaced Overseas  
**NPA**—Notification of Personnel Action  
**OCONUS**—Outside the Continental United States  
**OPM**—Office of Personnel Management  
**OTEX**—Overseas Tour Extension  
**PACAF**—Pacific Air Forces  
**PACOM**—Pacific Command  
**PAQ**—Palace Acquire  
**PCS**—Permanent Change of Station  
**PDS**—Permanent Duty Station  
**PDTATAC**—Per Diem, Travel and Transportation Allowance Committee  
**PPP**—Priority Placement Program  
**RAT**—Renewal Agreement Travel  
**RIF**—Reduction in Force  
**RPA**—Request for Personnel Actions  
**SES**—Senior Executive Service  
**SF**—Standard Form  
**SOFA**—Status of Forces Agreement  
**SORN**—System of Record Notices  
**U.S.**—United States  
**USAF**—United States Air Force  
**USAFE-AFAFRICA**—United States Air Force in Europe – Air Forces Africa  
**USC**—United States Code  
**USSF**—United States Space Force  
**VRA**—Veterans’ Recruitment Appointment

***Office Symbols***

**AFARICA**—Air Force Africa  
**AF/A1**—United States Air Force, Deputy Chief of Staff, Manpower, Personnel and Services  
**AF/A1C**—United States Air Force, Deputy Chief of Staff for Manpower, Personnel and Services, Civilian Force Management Directorate

**AF/A1CP**—United States Air Force, Deputy Chief of Staff for Manpower, Personnel and Services, Civilian Force Management Directorate, Workforce Shaping, Relations and Innovation Division

**AF/A1CT**—United States Air Force, Deputy Chief of Staff for Manpower, Personnel and Services, Civilian Force Management Directorate, Workforce Recruitment, Acquisition and Placement

**AF/RE**—Chief of Air Force Reserve

**AFPC/DPCZ**—Air Force Personnel Center Directorate of Civilian Personnel Operations

**AFPC/DPP**—Air Force Personnel Center Directorate of Personnel Programs

**AFMC/IA**—Air Force Materiel Command, International Affairs

**NGB/CF**—Director of the Air National Guard

**PACAF**—Pacific Air Force

**SAF/MR**—Assistant Secretary of the Air Force for Manpower and Reserve Affairs

**SF/S1**—United States Space Force, Chief Human Capital Officer

**SF/S1C**—United States Space Force, Director, Civilian Policy and Programs

### *Terms*

**Note**—Definitions of the following terms are for use in this manual.

**Actual Residence**—Is the fixed or permanent domicile, also referred to as the home of record, of a civilian employee that can be justified as a bona fide residence. For a separation after an outside the continental United States (OCONUS) assignment, the actual residence is the residence occupied at the time the civilian employee received the assignment. This residence is listed in the service agreement signed by the civilian employee before departure to an OCONUS permanent duty station (PDS). The civilian employee is authorized return travel and transportation expenses to the actual residence.

**Centrally Managed Position**—A position that is governed by DAFMAN 36-142, *Civilian Career Field Management and Centrally-Managed Programs* and administered by a DAF Career Field Management Team. The positions are of prime importance to the DAF mission and are centrally managed.

**Civilian Component**—The civilian employees employed by, and accompanying, the U.S. Armed Forces.

**Commander**—The installation/equivalent or Wing Commander with oversight responsibility for civilian personnel matters.

**Component**—A Component is defined as the Military Departments, Defense Agencies with independent appointing authority, and the Office of Secretary of Defense Administration and Management.

**Days**—Means calendar days.

**Direct Hire Employee**—A non-U.S. citizen employee hired directly by the U.S. government and paid directly for services from appropriated funds.

**Displaced Overseas Employee**—A DoD employee working in an overseas area, who is scheduled for a displacement action, such as involuntary separation or demotion by reduction-in-force, as a result of management action being taken on the position the employee encumbers in the overseas area.

**DoD Rotation Policy**—The DAF guidance for overseas recruitment and rotation provides for the orderly movement of employees to and from overseas areas and is in accordance with DoDI 1400.25, Volume 1230. It is designed to provide expanded career opportunities, broaden experience, provide special skills where needed, and to return employees from overseas areas after an agreed period of service.

**Family Member**—For a military member whose duty station is in a foreign area, the member's spouse or unmarried dependent child. For a civilian employee of a U.S. government Agency, including Non-appropriated Fund activities: the employee's spouse, domestic partner, or unmarried dependent child, or an unmarried dependent child of the employee's spouse or domestic partner. A dependent child includes a stepchild, adopted child, foster child, and a child under legal guardianship residing with a military member or U.S. citizen civilian employee who was not locally hired. **Note:** In some nations, pursuant to Status of Forces Agreements or other similar agreements, the definition of "dependent" omits any reference to age, but rather, depends upon the amount of support provided by the member of the U.S. Armed Forces or civilian component sponsoring the dependent. Consult with the servicing Staff Judge Advocate for clarification.

**Foreign Areas**—Any area or country outside the 50 States, District of Columbia, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions.

**Foreign National Employee**—A non-U.S. citizen employee who is a national of the host country or is ordinarily resident there or is otherwise employed under the same conditions as host country employees.

**Gaining CPS**—Refers to the human resources office responsible for onboarding and the management of civilian personnel actions for the organization where the employee will be assigned.

**Host Country**—A country other than the U.S. its territories, and possessions where U.S. Armed Forces are present.

**Indirect Hire Employee**—A non-U.S. citizen employee hired in a foreign area under the terms of an agreement between the host country and the U.S.

**Local Commuting Area**—the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment; 5CFR § 351.203.

**Local Hire/Applicant**—Any U.S. citizen recruited from a geographic locality, not directly from the U.S. (including the District of Columbia, and the territories and possessions of the U.S.) for a position in the same geographic locality.

**Losing CPS**—Refers to the human resources office responsible for onboarding and the management of civilian personnel actions for the organization where the employee is currently assigned.

**Military Spouse Preference Eligible**—A spouse who married the military sponsor before the military sponsor's reporting date to the new duty station or, for spouses whose only eligibility is under the Executive Order 13473 appointing authority, the marriage to the sponsor must have occurred on, or prior to, the date of the military sponsor's orders authorizing the PCS or amended orders authorizing the spouse to travel as a dependent.

**Military Spouse**—A spouse of an active-duty military member of the armed forces including a member of the U.S. Coast Guard.

**Non-displaced Overseas Employee**—An employee satisfactorily completing a tour of duty in a foreign area, a U.S. territory or possession, or in the states of Alaska and Hawaii, who is not affected by reduction-in-force or Transfer of Function, and whose overseas tour is not being extended and they do not have return rights.

**Non-foreign OCONUS**—The States of Alaska, and Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and other U.S. territories and possessions.

**Ordinarily Resident**—A U.S. citizen who has resided in a foreign area for more than 1 year without being a member of the U.S. Armed Forces or having civilian component status, or after obtaining a work permit. Note: Timeframe is dependent on host nation. Confirm with Staff Judge Advocate on the timeframe that has been agreed upon with the host nation.

**Overseas Area**—Includes both foreign and non-foreign overseas areas, unless otherwise indicated.

**Owning FLDCOM**—Refers to the employee's command that has administrative and statutory responsibility specifically over the employee's return rights (this could be the CONUS, non-foreign area or OCONUS depending on where the employee is currently assigned).

**Owning MAJCOM**—Refers to the employee's command that has administrative and statutory responsibility specifically over the employee's return rights (this could be the CONUS, non-foreign area or OCONUS depending on where the employee is currently assigned).

**Return Obligation**—The requirement to accept return assignment after duty in a foreign area to comply with the terms of an employment agreement, or with the DoD rotation policy. An employee may be serving in a foreign area with a return obligation and have no return rights. A return obligation limits employment in a foreign area to the initial tour of duty, to a subsequent tour of duty mutually agreed upon, or to 5 years if serving in a position subject to the DoD rotation policy. Extensions beyond those time limits may be authorized by mutual agreement or as outlined in this instruction.

**Return Rights**—Rights granted an employee under Title 10, USC or other legal, administrative or regulatory authority, to return to the position last held before assignment to duty in a foreign or non-foreign area, or to another position with rights, benefits and grade or pay band equal to the position last held.

**RIF Notice**—A written communication from an agency official to an individual employee stating that the employee will be reached for a RIF action

**Service Agreement**—Specifies the entitlement of an employee to certain travel and transportation allowances incident to overseas rotation in return for which the employee agrees to remain in

government service for a specified period, such as tour of duty. Service agreements are separate and distinct from the terms of a return obligation or return rights as specified in an Overseas Employment Agreement.

**Servicing CPS**—The CPS responsible for processing request for personnel actions of positions assigned to the installation.

**Stateside Hire**—An employee recruited from the U.S. for overseas employment who is on a service agreement. Stateside hires are normally restricted to status applicants.

**Status Applicant**—A current or former Federal employee who has served under a career or career-conditional appointment in the Federal civil service system. Normally, authority to reinstate a former career-conditional employee (except those with veterans' preference) terminates three years after separation. However, the 3-year period is extended for a family member who left career-conditional employment to accompany a sponsor to a foreign area.

**Status as a Parent**—The status of an individual who, with respect to an individual who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is: a biological parent, an adoptive parent, a foster parent, a stepparent, a custodian of a legal ward, in loco parentis over such individual, or actively seeking legal custody or adoption of such an individual as defined by Executive Order 13152.

**Status of Forces Agreement**—An international agreement negotiated between the host country and the U.S. that governs many of the rights, obligations, and privileges of U.S. DoD military and civilian personnel present in the territory of that host country.

**Tour of Duty**—The minimum period specified for the overseas area. See JTR, Appendix Q, for tour of duty requirements.

**Visa**—A conditional authorization granted by a country (typically to a foreigner), allowing them to enter and temporarily remain within, or to leave that country. They include limits on the duration of the foreigner's stay, territory within the country they may enter, the dates they may enter, or the number of permitted visits.

**Well-Qualified Employee**—An eligible employee who possesses knowledge, skills, and abilities that clearly exceed the minimum qualification requirements for the vacant position.

Attachment 2

OCONUS ORDER OF REFERRAL LOGIC TABLE

**A2.1. Recruitment Source and Area of Consideration.** Positions may be filled from any recruitment source or area of consideration consistent with DAFMAN 36-203 subject to the requirements of DAFMAN 36-162 and other pertinent OPM, DoD, and DAF procedures or special employment programs.

A2.1.1. Spouses and other family members will be given an appointment appropriate to their appointment eligibility, such but not limited to, reinstatement, excepted service, and transfer. It is the responsibility of AFPC to determine appointment type. Family members will be granted the appointment for which they are entitled and based on how they were referred for consideration. Family members with personal competitive status will be appointed to a career or career-conditional appointment. Family members without personal competitive status will be appointed to an Excepted Service Schedule A appointment.

A2.1.1.1. Military spouses and family members with veterans’ preference who are entitled to preference under the provision of applicable public laws and instructions and who are among the “best qualified” on a competitive referral, will be selected before any other competitive candidates. **(T-3)**

A2.1.1.2. Exceptions to mandatory placement. The authority to approve an exception to the mandatory selection of a Military Spouse Preference eligible is the installation commander to whom the appointing authority is delegated (where vacancy is located). **Note:** This applies to foreign OCONUS locations only. Bypass/exception will be based on compelling hardship to the organization mission or applicant. That authority may be re-delegated in writing. **(T-3)**

**A2.2. Order of Referral.** When the priorities in DAFMAN 36-203 are unclear, See **Figure A2.1. Order of Referral Logic Table**, for competitive and non-competitive procedures.

**Figure A2.1. OCONUS Order of Referral Logic Table.**

Referral and Selection Logic Table	Competitive Referral	Non-Competitive Referral	Remarks	Action
<p><b>If eligible:</b> Best Qualified (BQ) Military Spouse Preference <u>with</u> Veteran Preference (MSPVP) and Family Member Preference <u>with</u> Veteran Preference (FMVP) candidates.</p> <p>See note 5 for MSPVP/FMVP qualification requirements.</p> <p><b>Then, the following eligible candidates are permitted:</b></p> <p>Best qualified (BQ) Military Spouse Preference <u>with</u> Veteran’s Preference (MSPVP) Family Member Preference <u>with</u> Veteran’s Preference (FMVP)</p> <p><b>AND</b></p>	<p>X</p> <p>X</p>	<p>X</p> <p>X</p> <p>X</p>	<p><b>Note:</b> Family Member Preference <u>with</u> Veteran Preference (FMVP) – (Spouse) or (Dependent) candidates do not block each other as Veterans’ Preference is absolute.</p> <p><b>Note:</b> If VRA is included in the Area of Consideration (AOC) only 10PT VRA candidates may be referred and/or selected</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p> <p>See Note 4 DoDI 1400.25 Volume 315 provides for possible pass over exceptions for MSP.</p> <p>DoDI 1400.25 Volume 1232 does not permit pass over of FMVP.</p>

<p>In-service placement (Reassignment, Change to lower grade, Re-promotion)          30 Percent Disabled Veterans (30% DAV)          10 PT- Veterans Recruitment Authority (VRA)          Individuals with Disabilities (IWD) - Schedule A</p>		<p>X</p>		
<p><b>If eligible:</b> Best Qualified (BQ) Military Spouse Preference <b>without</b> Veterans Preference (MSP) and Family Member Preference <b>without</b> Veterans Preference (FMVP-Spouse) candidates.</p> <p><b>Then, the following eligible candidates are permitted:</b></p> <p>Best qualified (BQ) Military Spouse Preference <b>without</b> Veteran’s Preference (MSP)          Family Member Preference <b>without</b> Veteran’s Preference (FMP – Spouse)</p> <p><b>AND</b></p> <p>In-service placement (Reassignment, Change to lower grade, Re-promotion)          30 Percent Disabled Veterans (30% DAV)          10 PT- Veterans Recruitment Authority (VRA)          Individuals with Disabilities (IWD) - Schedule A</p>	<p>X          X</p>	<p>X          X          X          X</p>	<p><b>Note:</b> (FMP – Spouse) and/or (MSP) (BQ) applicants block all (FMP- Dependent) (BQ) applicants <b>without</b> veterans preference.</p> <p><b>Note:</b> If VRA is included in the AOC only 10PT VRA candidates may be referred and/or selected</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p> <p>See Note 4: DoDI 1400.25 Volume 315 provides for possible pass over exceptions for MSP.</p> <p>DoDI 1400.25 Volume 1232 does not permit pass over of FMVP.</p>
<p><b>If eligible:</b> referrals containing only Best Qualified (BQ) Military Spouse Preference <b>with</b> Veteran’s Preference (MSPVP).</p> <p><b>Then, the following eligible candidates are permitted:</b></p> <p>Best qualified (BQ) Military Spouse Preference MSP <b>with</b> Veteran’s Preference (MSPVP)</p> <p><b>AND</b></p> <p>Reinstatement to the same or lower grade          DOD Transfer to the same or lower grade          NON-DOD Transfer to the same or lower grade          Reassignment          Change to lower grade          Re-promotion          30 Percent of More Disabled Veterans (30% DAV)          Veterans Recruitment Authority (VRA)          Individuals with Disabilities (IWD) - Schedule A          Non-Appropriated Fund (NAF) Interchange</p>	<p>X</p>	<p>X          X          X          X          X          X          X          X          X          X</p>	<p>If the referral certificate only contains MSP eligibles, ALL competitive sources included in the competitive referral (rated/ranked) are blocked</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p> <p>See Note 4: DoDI 1400.25 Volume 315 provides for possible pass over exceptions for MSP.</p>
<p><b>If eligible:</b> referrals containing only Best Qualified (BQ) Military Spouse Preference (MSP).</p>			<p>If the referral certificate only contains MSP eligibles, ALL competitive sources included in</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p>

<p><b>Then, the following eligible candidates are permitted:</b></p> <p>Best qualified (BQ) Military Spouse Preference MSP</p> <p><b>AND</b></p> <p>Reinstatement to the same or lower grade  DOD Transfer to the same or lower grade  NON-DOD Transfer to the same or lower grade  Reassignment  Change to lower grade  Re-promotion  30 Percent of More Disabled Veterans (30% DAV)  Veterans Recruitment Authority (VRA)  Individuals with Disabilities (IWD) - Schedule A  Non-Appropriated Fund (NAF) Interchange</p>	<p>X</p>	<p>X X X X X X X X X X</p>	<p>the competitive referral (rated/ranked) are blocked</p>	<p>See Note 4: DoDI 1400.25 Volume 315 provides for possible pass over exceptions for MSP.</p>
<p><b>If eligible:</b> referrals containing only Family Member Preference <b>with</b> Veterans' Preference (FMVP).</p> <p><b>Then, the following eligible candidates are permitted:</b></p> <p>Family Member Preference <b>with</b> Veterans' Preference (FMVP)  Current DAF employees for promotion</p> <p><b>AND</b></p> <p>In-service placement (Reassignment, Change to lower grade, Re-promotion)  30 Percent Disabled Veterans (30% DAV),  10 PT - Veterans Recruitment Authority (VRA)  Individuals with Disabilities (IWD) - Schedule A</p>	<p>X X</p>	<p>X X X X</p>	<p><b>Note:</b> Family Member Preference <b>with</b> Veteran Preference (FMVP) – (Spouse) or (Dependent) candidates do not block each other as Veterans' Preference is absolute.</p> <p><b>Note:</b> If VRA is included in the AOC only 10PT VRA candidates may be referred and/or selected</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p>
<p><b>If eligible:</b> referrals containing only Family Member Preference <b>without</b> Veterans' Preference (FMVP - Dependent).</p> <p><b>Then, the following eligible candidates are permitted:</b></p> <p>Family Member Preference <b>without</b> Veterans' Preference (FMVP - Dependent)  Current DAF employees for promotion</p> <p><b>AND</b></p> <p>In-service placement (Reassignment, Change to lower grade, Re-promotion)  30 Percent Disabled Veterans (30% DAV),  10 PT - Veterans Recruitment Authority (VRA)  Individuals with Disabilities (IWD) - Schedule A</p>	<p>X X</p>	<p>X X X X</p>	<p><b>Note:</b> (FMP – Spouse) (BQ) applicants <b>with</b> or <b>without</b> veterans' preference block all (FMP- Dependent) (BQ) applicants <b>without</b> veterans' preference.</p> <p><b>Note:</b> If VRA is included in the AOC only 10PT VRA candidates may be referred and/or selected</p>	<p>Any candidate referred on the competitive or non-competitive certificate may be selected.</p>
<p><b>If the absence of</b> BQ MSP, MSPVP, FMVP, or FMP:</p> <p><b>Then</b></p> <p>ALL recruitment sources are referred on appropriate referral</p>	<p>X</p>	<p>X</p>		
<p><b>Definitions/Notes:</b>  Competitive procedures (application of specific qualification factors to rate, rank, or otherwise categorize candidates) or equivalent merit promotion program consideration process or under Direct Hire Authority</p>				

Noncompetitive procedures (consideration of candidates without rating, ranking, or another categorization without determining whether the military spouse is among the best qualified. The consideration of candidates without rating, ranking, or other categorization; includes such actions *as appointment/conversion to or placement* in a position in the competitive service by reinstatement, repromotion to a grade previously held, and appointment under the authority of sections 315.608 or 315.612 of Reference (d) without determining whether the military spouse is among the best qualified.

External placement procedures. External placement procedures provide **for the appointment of an applicant** under other than merit promotion or internal placement as described in part 335 of Reference (g) of Volume 1232.

IAW DoDI 1400.25, Volume 315 – MSP **Exceptions** must be based on compelling hardship to the organization’s mission or the applicant and document in writing.

MSP: “Best qualified” for hiring preference purposes means, as qualified as the lowest ranking referable candidate IAW DoDI 1400.25-Volume 315. FMP: “qualified” when meeting the minimum OPM qualification requirements.

[AFPC Civilian One Link - OCONUS - Order of Referral \(dps.mil\)](#)

## Attachment 3

## PROCESSING OVERSEAS TOUR EXTENSIONS (OTEX)

**A3.1. Checklists for submitting and processing OTEX.** Figures A3.1 through A3.8 should be used for submitting and processing OTEX.

**Figure A3.1. Tour Extension Requests beyond Initial Overseas Tour (Up to 5 years and beyond 5 years, but less than 6 months).**

**PURPOSE:**

DoDI 1400.25, Volume 1230, Employment in Foreign Areas and Employee Return Rights, establishes policy for rotating DoD civilian employee from foreign areas and limits civilian employment in the competitive service in foreign areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the U.S. or non-foreign area. Reference DAFMAN 36-162, Civilian Career Field Management and Centrally-Managed Positions, **paragraph 7.7.3** and **Figure A3.5** for routing guidance.

**Overseas Initial Tour Extension** (centrally and non-centrally managed positions):

Installation commanders may approve extensions of **up to a maximum of 5 years**. This approval authority does not apply to CSA funded positions, CSLP positions, Career Broadener, or Key Career Positions, which must be coordinated with the appropriate CSA, CSLP, Career Broadener or Key Career Position CFT at AFPC prior to AF/A1's or SF/S1's approval. **Note:** The approval authority for all Foreign Military Sales (FMS) OCONUS direct case positions is the Air Force Materiel Command Director of International Affairs (AFMC/IA).

**Or**

**Short-term Extensions** (centrally and non-centrally managed positions):

Employees may request **6 months or less extension beyond 5-year** foreign area limitation for unforeseen circumstances (such as but not limited to medical issues, allowing children to complete current school year, to reach retirement eligibility). Reference DAFMAN 36-162, paragraph 7.8.2.1.

**Reason for Extension:****Local Commander's Succession Plan** (to prevent subsequent extensions):

- What is the workforce succession plan to meet the organization's requirements after the extended tour?
- What efforts have been taken to reallocate the work or explain why reallocation is not feasible?
- Identify the gaps of the previous approaches for filling the position.
- What caused the previous workforce succession plans not to succeed?

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**Servicing OCONUS CPS Coordination** (notify CONUS CPS)

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**CFT Notification Attached (Centrally Managed Positions)**

**Approval Authority:** OCONUS Installation Commander or equivalent (May be further delegated to lowest practicable commander)

**Figure A3.2. Tour Extension Requests Beyond Initial Overseas Tour (5 years to 7 years).**

**PURPOSE:**

DoDI 1400.25, Volume 1230, Employment in Foreign Areas and Employee Return Rights, establishes policy for rotating DoD civilian employee from foreign areas and limits civilian employment in the competitive service in foreign areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the U.S. or non-foreign area.

**First Tour Extension beyond 5 years (up to 7 years):** Initiate the OTEX request no later than 12 months prior to an employee's DEROS. Extension requests to the foreign area beyond the initial 5-year overseas limitation are prepared on e-SSS and initiated by supervisor and will include a written business case that articulates retaining the employee in the overseas area. The business case will include a succession plan for replacing the employee after the end of the extension. Reference DAFMAN 36-162, Civilian Career Field Management and Centrally-Managed Positions and **paragraph 7.7.4** and **Figure A3.6** for routing guidance.

**Business Case Analysis: At a minimum, analysis must include the following:**

- Purpose/Name/Position/Duty Location
- Overseas Arrival Date/Proposed date of estimated return from overseas/Chronology of Position Changes
- Justification for Extension and Timeframe
- Explain why the loss of the employee will degrade the mission.
- What current and past recruitment efforts have been taken to locate a replacement?
- Describe employee's performance during overseas assignment.
- Does employee have return rights to CONUS activity? (If yes, provide location. If employee does not have return rights, provide reason).

**Local Commander's Succession Plan** (to prevent subsequent extensions):

- What is the workforce succession plan to meet the organization's requirements after the extended tour?
- What efforts have been taken to reallocate the work or explain why reallocation is not feasible?
- Identify the gaps of the previous approaches for filling the position.
- What caused the previous workforce succession plans not to succeed?

**CPS Analysis:** Include detailed analysis of business case request (address management's justification and ensure requirements of DAFMAN 36-162, paragraph 7.7.4, have been met). Coordinate on local commander's succession plan, likelihood of PPP match if employee does not have return rights, and historical recruitment efforts.

**CFTs/Functional Managers (FM) Perspective:** The functional perspective is unique and provides an important data point in the decision-making process from a force management perspective. The functional analysis should be expounded from a "develop the force posture," to prevent stagnation and minimize loss of return rights. A rationale should be provided whether a concur or non-concur is submitted. Ultimately, coordination should be viewed with emphasis on returning within 5 years in accordance with DoDI 1400.25, Volume 1230 from any respective functional viewpoint that provides coordination.

<hr/> <p><b>Servicing OCONUS CPS Coordination</b></p> <hr/>
<p><b>CONUS CPS Coordination</b></p> <hr/>
<p><b>MAJCOM/FLDCOM FM Coordination (with separate narrative) (Centrally Managed and Non-Centrally Managed Positions)</b></p> <hr/>
<p><b>MAJCOM/A1K/FLDCOM/S1C (with separate narrative) (Centrally Managed and Non-Centrally Managed Positions)</b></p> <hr/>
<p><b>CFT Coordination (with separate narrative) (Centrally Managed Positions)</b></p> <hr/>
<p><b>CFM Coordination (with separate narrative) (Centrally Managed Positions)</b></p> <hr/>
<p><b>MAJCOM/A1/FLDCOM/S1 Coordination (Centrally Managed and Non-Centrally Positions)</b></p> <hr/>
<p><b>Approval Authority: OCONUS MAJCOM/FLDCOM/Deputy Commander or equivalent (may be further delegated to a senior executive)</b></p>

**Figure A3.3. Tour Extension Requests Beyond Initial Overseas Tour (Inadequate PCS Funds).**

<p><b>PURPOSE:</b> DoDI 1400.25, Volume 1230, establishes policy for rotating DoD civilian employee from foreign areas and limits civilian employment in the competitive service in foreign areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the U.S. or non-foreign area.</p> <p><b><u>Tour Extension – Inadequate PCS Funds:</u></b> If funds are not available and the employee must remain in the overseas area until funds become available, the gaining CONUS MAJCOM/FLDCOM may approve a one year or less extension in coordination with the <b>Owning MAJCOM/FLDCOM</b>— Refers to the employee’s command that has administrative and statutory responsibility specifically over the employee’s return rights (this could be the CONUS, non-foreign area or OCONUS depending on where the employee is currently assigned) until funding issues are resolved. Business case analysis not required; however, only one extension per employee is allowed. Reference <b>paragraph 7.7</b> and <b>Figure A3.7</b> for routing guidance.</p> <hr/> <p><b>Servicing OCONUS CPS Coordination</b></p> <hr/> <p><b>CONUS CPS Coordination</b></p>
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**CFT Coordination (Centrally Managed Positions)**

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**CONUS MAJCOM/FLDCOM/Deputy Commander Coordination**

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**Approval Authority: OCONUS MAJCOM/FLDCOM/Deputy Commander** (May not be further delegated)

**Figure A3.4. Tour Extension Requests beyond Initial Overseas Tour (7 years and beyond).**

**PURPOSE:**

DoDI 1400.25, Volume 1230, establishes policy for rotating DoD civilian employee from foreign areas and limits civilian employment in the competitive service in foreign areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the U.S. or non-foreign area.

**Tour Extension at year 7 year and beyond:** An overseas extension beyond seven years should be rare and only for specific mission requirements and not for individual convenience. Extension requests to the foreign area beyond the initial 5-year overseas limitation are prepared on e-SSS and initiated by supervisor 12 months prior of the employee's DEROS and will include a written business case that articulates retaining the employee in the overseas area. The business case will include a succession plan for replacing the employee after the end of the extension. Overseas employment agreement required on date of the change. Reference **paragraph 7.7.5.** and **Figure A3.8** for routing guidance.

**Business Case Analysis:** At a minimum, analysis must include the following:

- Purpose/Name/Position/Duty Location
- Overseas Arrival Date/Proposed date of estimated DEROS/Chronology of Position Changes
- Justification for Extension and Timeframe
- Explain why the loss of the employee will degrade the mission.
- What current and past recruitment efforts have been taken to locate a replacement?
- No advance recruitment without a request for personnel action. RPA must be submitted in advance to provide ample time for recruitment. Results of recruitment must provide a justification in the event of non-selection or not including alternate selections on referral certificates.
- Describe employee's performance during overseas assignment.
- Does employee have return rights to CONUS activity? (If yes, provide location. If employee does not have return rights, provide reason).

**Local Commander's Succession Plan:** (to prevent subsequent extensions). The recruitment RPA number and analysis of advanced recruitment must be referenced in the request for extension to include a timeline enumerating previous recruitment efforts, an explanation of the unanticipated events or circumstances that caused the previous workforce succession plans not to succeed and a plan to return the employee at the end of the extension:

- What is the workforce succession plan to meet the organization's requirements after the extended tour?
- What efforts have been taken to reallocate the work or explain why reallocation is not feasible?
- Identify the gaps of the previous approaches for filling the position.
- What caused the previous workforce succession plans not to succeed?

**CPS Analysis:** Include detailed analysis of business case request (address management’s justification and ensure requirements of **paragraph 7.7.5** have been met). Coordinate on local commander’s succession plan, likelihood of PPP match if employee does not have return rights, and historical recruitment efforts, and the advanced recruitment effort associated with this extension request.

**CFTs/Functional Managers (FM) Perspective:** The functional perspective is unique and provides an important data point in the decision-making process from a force management perspective. The functional analysis should be expounded from a “develop the force posture,” to prevent stagnation and minimize loss of return rights. A rationale should be provided whether a concur or non-concur is submitted. Ultimately, coordination should be viewed with emphasis on returning within 5 years in accordance with DoDI 1400.25, Volume 1230 from any respective functional viewpoint that provides coordination.

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**Servicing OCONUS CPS Coordination** (Notify CONUS CPS, if applicable)

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**MAJCOM/FLDCOM FM Coordination (with separate narrative)**  
(Centrally Managed and Non-Centrally Managed Positions)

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**MAJCOM/A1K/FLDCOM/S1 (with separate narrative)**  
(Centrally Managed and Non-Centrally Managed Positions)

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**CFT Coordination (with separate narrative)**  
(Centrally Managed Positions)

---

**CFM Coordination (with separate narrative)**  
(Centrally Managed Positions)

---

**AFPC/DPCZ Coordination (Centrally Managed Positions)**

---

**AFPC/DPC Coordination (Centrally Managed Positions)**

---

**MAJCOM/A1/FLDCOM/S1 Coordination (Centrally Managed and Non-Centrally Positions)**

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**Approval Authority: OCONUS MAJCOM/FLDCOM/Deputy Commander or equivalent** (may not be further delegated)

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**Final Approval Authority: AF/A1 or equivalent**  
(Only if OCONUS MAJCOM/FLDCOM/Deputy Commander disagrees with FM’s recommendation)



**Figure A3.5. Tour Extension Quick Reference Guide (Up to 5 Years) and Short-Term Extensions less than 6 months, Beyond 5 years.**

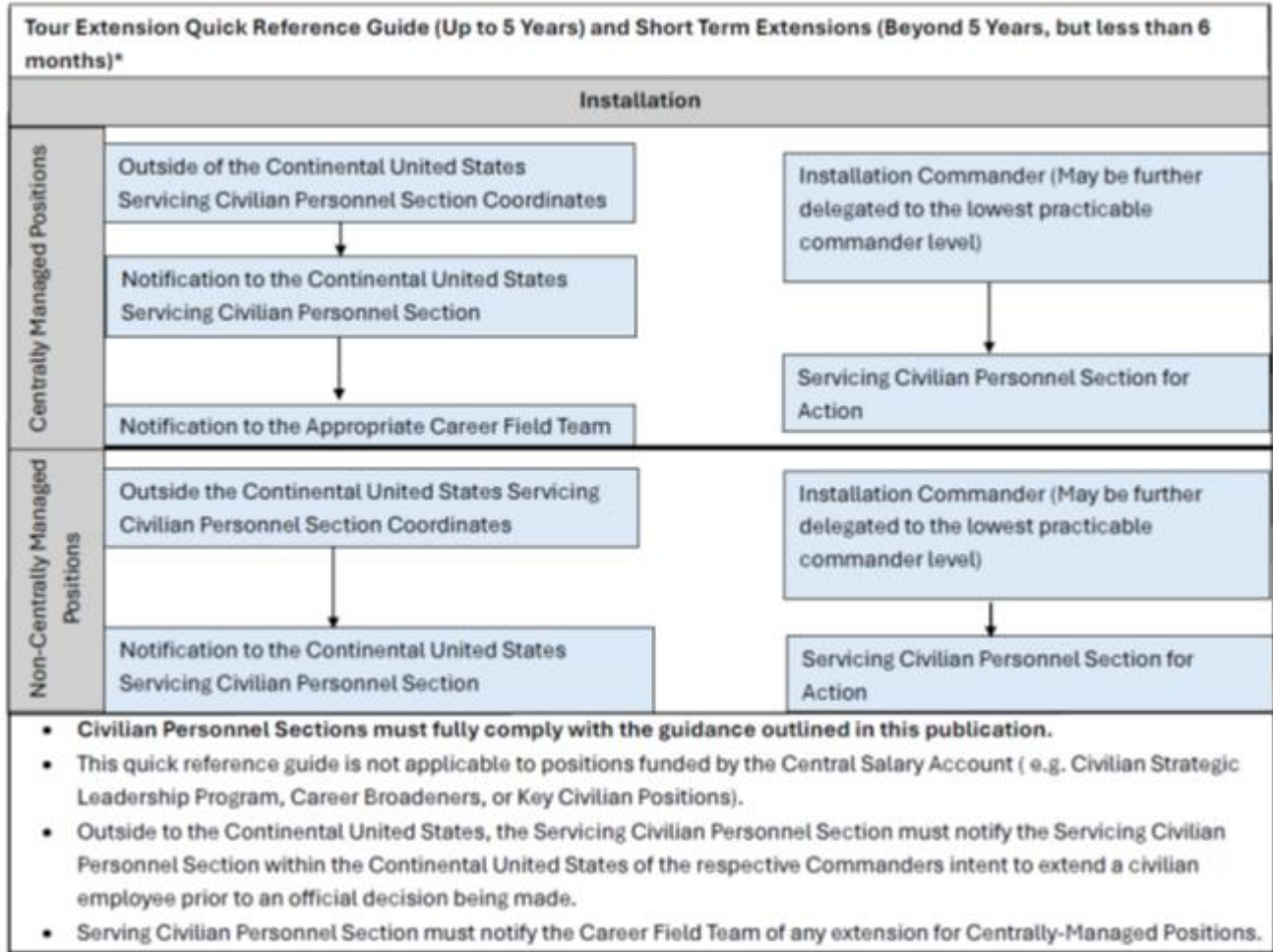


Figure A3.6. Tour Extension Quick Reference Guide (5 Years to 7 Years).

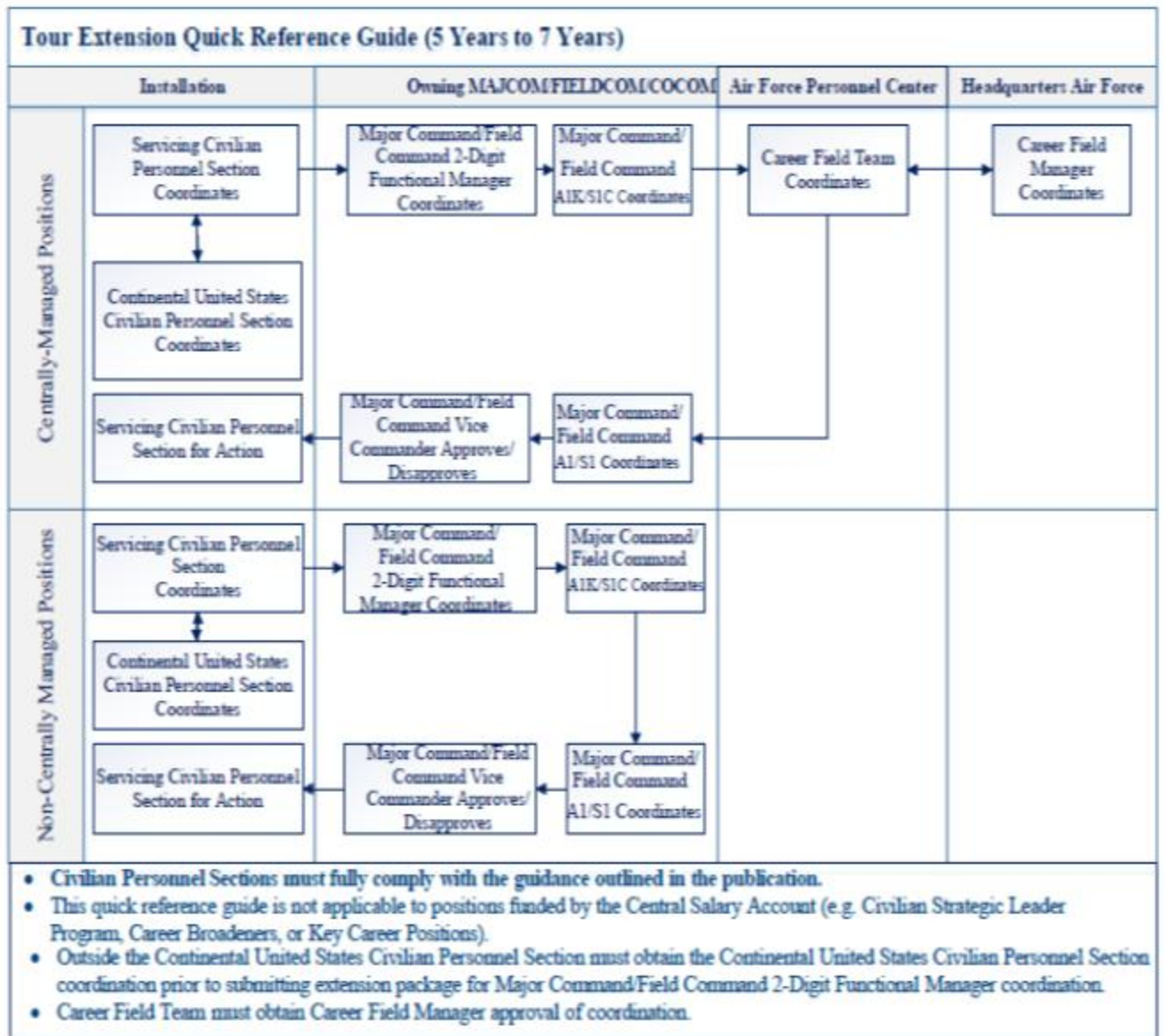


Figure A3.7. Tour Extension Quick Reference Guide (Inadequate PCS Funds).

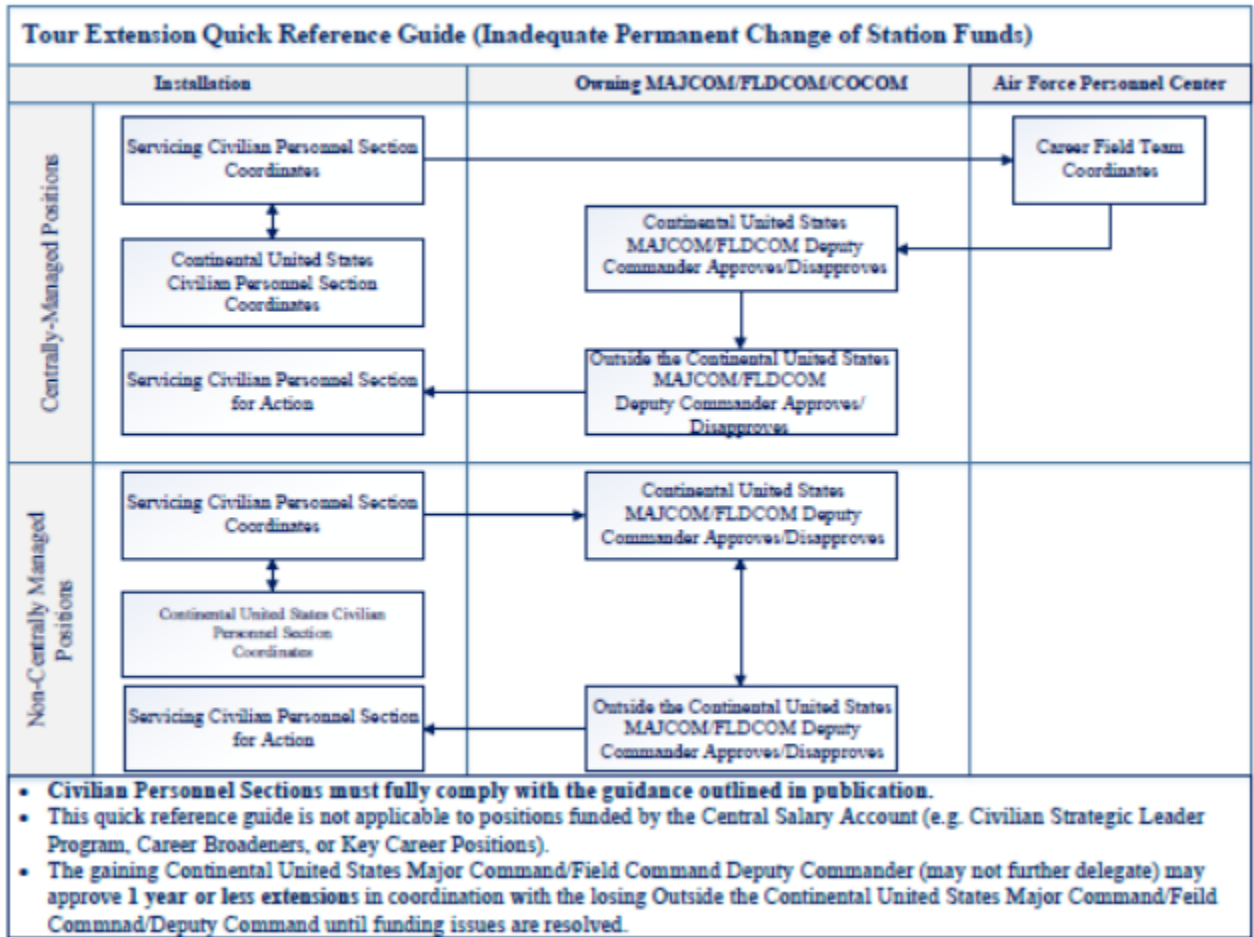


Figure A3.8. Tour Extension Quick Reference Guide (7 Years and Beyond).

Attachment 4

OVERSEAS EMPLOYMENT AGREEMENTS

**A4.1. Overseas Employment Agreements.** Required for use when employees are assigned, appointed or converted to positions overseas. (See Figures A4.1 through A4.13.)

**Figure A4.1. Overseas Employment Agreement for Assignment to a Foreign Area (With Return Rights).**

This agreement must be signed by an employee serving on a career or career-conditional appointment selected for assignment to a Department of the Air Force position in a foreign area who has return rights. (**Note:** Refer to **Figure A4.8** of this manual for employees who have return rights and are assigned to Alaska, Hawaii, and United States (U.S.) territories and possessions).

1. This document represents an agreement between the DAF and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to a foreign area, I understand and agree to the following:

a. My initial period of foreign service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of foreign service is subject to management’s approval and my concurrence. Any prior Department of Defense (DoD) foreign service not interrupted by a 2-year period of physical residence in the U.S. or non-foreign area will reduce the allowable period of service I am authorized to be employed in a position subject to the rotation policy.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving subsequent tour of duty in the same or another foreign area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management’s approval and my concurrence.

c. DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System; Employment in Foreign Areas and Employee Return Rights, limits foreign area service to 5 years for employees assigned to positions subject to the (DoD) rotation policy. My foreign service will be limited by that policy if, after completion of 5 years of foreign area service, I am serving in or assigned to a position subject to the DoD rotation policy.

d. When notified that my foreign service will not be extended beyond the initial or

subsequent tour of duty, or when advised that my return is required because of the DoD rotation policy, I agree to request return assignment by applying to exercise my return rights, or, if those rights have expired, by my registration in the DoD Priority Placement Program (PPP), and in conjunction with the DAF Non-Displaced Overseas (NDOS) employee supplemental guidance. Further, I agree to accept the position offered from such application or registration that will fulfill my obligation to return from the foreign area. I understand that if I decline a valid PPP offer, I will be removed from PPP and DAF employment. I understand that procedures for return placement through the DoD PPP are established in accordance with the DoD PPP Handbook and current DAF NDOS supplemental guidance, which requires mandatory expansion of the PPP registration, to include all DoD activities in the U.S. after the initial 60-day registration period, and amendment of registration, to include one-grade interval below my current grade if I have no return rights and do not receive a valid offer within 90 days of registration.

3. I understand that I have been granted return rights to my former position of (Position Title, Series and Grade or Pay Band) \_\_\_\_\_ at (Location)\_\_\_\_\_. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned. I understand that I must apply to exercise my return rights. To assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply, I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity, and comply with Joint Travel Regulation, Chapter 5, Acceptable Reasons for Release of Tour, to be afforded return travel expenses at government expense. Centrally managed positions require recommended approval from the overseas activity and coordination with Career Field Team, Career Field Manager and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- a. Resignation.
- b. Separation for cause.
- c. The position to which return rights is authorized is being abolished.
- d. Assignment to any Department of Defense activity in the Continental U.S.
- e. Transfer to any agency outside Department of Defense.
- f. Failure to accept the equivalent position to which return rights apply.

4. If my former position does not exist when I exercise my return rights, I understand I will be returned to a vacant position at the same grade level or pay band equivalent as that to which I have return rights or to a position at the same grade level or pay band equivalent which has been established for 90 days or register in the PPP as a priority two within my current Component or priority three outside my Component at my current grade or the grade to which return rights exist, whichever is higher, and remain in the program until placement or termination of eligibility. If I am returned to a position established for 90 days, I understand that I will be placed in a continuing position (for which I qualify), at that grade or pay band equivalent for which I held immediately before my overseas assignment, until a valid vacancy becomes available during this period. Otherwise, my assignment rights beyond that 90-day period will be determined by

reduction-in-force procedures. I also understand that my return rights may be transferred to a different geographic area in the event the function to which my return rights apply is transferred, or if my former activity has been inactivated. I understand I must be registered for a minimum of one entire U.S. region when initially enrolled in the PPP. The region must be in the U.S. zone in which I last resided or a zone closer to my overseas duty station. After 60 days without a valid job offer, I must be registered for two full zones. The area of referral must be expanded to all four zones after 120 days without a valid offer. I also understand I must be registered for all skills for which I am well qualified beginning with the initial registration. I will not be allowed to limit referral to my own Component.

5. I understand that I must complete my overseas tour agreement to be eligible for a paid Permanent Change of Station (PCS) return to Continental United States, unless released in accordance with the provisions in the Joint Travel Regulations (JTR) and DAFMAN 36-142, Civilian Career Field Management and Centrally Managed Programs. If I wish to apply for a new position, and not exercise return rights, I will not be eligible for a paid PCS to a subsequent follow-on assignment until the initial tour of duty for which I am acknowledging is completed.

6. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do in the paragraphs above may result in my involuntary separation from Air Force employment.

<b>Employee Section</b>				
<b>Printed Name:</b>				<b>Date:</b>
<b>Signature:</b>				
<b>Losing Civilian Personnel Officer (CPO) Section</b>				
<b>Printed Name:</b>				<b>Date:</b>
<b>Signature:</b>				
<b>Gaining Civilian Personnel Officer (CPO) Section</b>				
<b>Printed Name:</b>				
<b>Signature:</b>				
<b>Agency:</b>				
<b>Installation:</b>				
<b>Human Resources Representative</b>				
<b>Printed Name:</b>				
<b>Email Address:</b>				
<b>Phone Numbers:</b>	(DSN)		(Commercial)	

**Figure A4.2. Overseas Employment Agreement for Assignment to a Foreign Area (Without Return Rights).**

An employee or applicant on a career or career conditional appointment without return rights who was selected for assignment to a Department of Defense (DoD) position in a foreign area, who is eligible to sign a service agreement, must sign this agreement. This includes an employee hired locally in a foreign area who is eligible to sign a service agreement. Excluded are family members of military members or civilian employees who are on a Permanent Change of Station (PCS) move to the foreign area.

**Note:** Refer to Figure A4.9 for employees assigned to Alaska, Hawaii and United States (U.S.) territories and possessions without specific return rights.

1. This document represents an agreement between the Department of the Air Force (DAF) and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to an overseas area, I understand and agree to the following limitations that are imposed on the length of time that I am authorized to remain in this or another overseas area.

a. My initial period of overseas service is limited to the established tour of duty (used to establish return transportation entitlement) for the area to which assigned. Any extension beyond this period is subject to my concurrence and management approval.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving a subsequent tour of duty in the same or another overseas area, my period of service will then be limited to the established tour required by such agreement. Any extension beyond that period is subject to my concurrence and management approval.

c. DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System; Employment in Foreign Areas and Employee Return Rights, limits foreign area service to 5 years for employees assigned to positions subject to the DoD rotation policy. My foreign service will be limited by that policy if, after completion of 5 years foreign area service, I am serving in, or assigned to, a position subject to the DoD rotation policy. Any prior DoD foreign service not interrupted by a 2-year period of physical residence in the U.S. or non-foreign overseas area will reduce the allowable period of service I am authorized to be employed in a position subject to the rotation policy.

d. When notified that my foreign service will not be extended beyond the initial or subsequent tour of duty, or when advised that my return is required because of the DoD rotation policy, I agree to request return assignment to the U.S. by registration in the DoD Priority Placement Program (PPP), and in conjunction with the Department of the Air Force (DAF) Non-Displaced Overseas (NDOS) employee supplemental guidance. Further, I agree to accept the position offered from such registration that will fulfill my obligation to return from the foreign area. I understand that if I decline a valid PPP offer, I will be removed from PPP and DAF employment. Procedures for placement through PPP are outlined in the DoD PPP Handbook and supplemented by DAF NDOS supplemental guidance. These procedures include two key requirements:

- 1) Mandatory Expansion of Registration. If a placement is not made within the initial 60-day registration period, the PPP registration will be automatically expanded to include all Department of Defense (DoD) activities in the Continental United States.
- 2) Amendment of Registration. If an individual has no return rights and does not receive a valid job offer within 90 days of registration, their PPP registration will be amended to include positions that are one grade level below their current grade.

Declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

3. I understand that I do not have return rights. I will be provided placement assistance for assignment in the U.S. through registration in the DoD PPP, and in conjunction with the DAF NDOS supplemental guidance after completion of the period of overseas service required for such registration. I agree to accept a “valid” position offer from such registration. Declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation. I understand I must be registered for a minimum of one entire U.S. region when initially enrolled in the PPP. The region must be in the U.S. zone in which I last resided or a zone closer to my overseas duty station. After 60 days without a valid job offer, I must be registered for two full zones. The area of referral must be expanded to all four zones after 120 days without a valid offer. I also understand I must be registered for all skills for which I am well qualified beginning with the initial registration. I will not be allowed to limit referral to my own Component.

4. If I wish to apply for a new position, I will not be eligible for a Paid PCS to a subsequent follow-on assignment until the initial tour of duty for which I am acknowledging is completed.

5. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do in the paragraphs above may result in my involuntary separation from DAF employment.

Employee Section		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
Losing Civilian Personnel Officer (CPO) Section		

<b>Printed Name:</b>		<b>Date:</b>	
<b>Signature:</b>			
<b>Gaining Civilian Personnel Officer (CPO) Section</b>			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
<b>Human Resources Representative</b>			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.3. Overseas Employment Agreement for Assignment to a Foreign Area (Locally Appointed).**

This agreement must be signed by an employee or applicant appointed locally or converted in a foreign area to a career or career-conditional appointment. (Excluded are family members of military or civilian members who are on a Permanent Change of Station to the foreign area).

1. This document represents an agreement between the Department of the Air Force and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment, I understand and agree to the limitations that are imposed on the length of time I am authorized to remain in this or another foreign area. I understand that DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights, limits foreign area service of employees to a total of 5 years, and that I will be required to return to the United States (U.S.) at the end of that period unless an extension is granted. Any prior Department of Defense (DoD) foreign service not interrupted by a 2-year period of physical residence in the U.S. or non-foreign area will reduce the allowable period of service I am authorized to be employed in a position subject to the rotation policy.

3. I understand that I will be provided placement assistance for return to the U.S. after completion of the prescribed tour of duty. If I am serving in a position in which foreign service is limited, I agree to request return placement to the U.S. by registration in the DoD Priority Placement Program and Department of the Air Force (DAF) Nondisplaced Overseas (NDOS) employee supplemental guidance when notified that my return is required. Further, I agree to accept the position offered which will fulfill my obligation to return from the foreign area. Procedures for placement through PPP are outlined in the DoD PPP Handbook and supplemented by DAF NDOS supplemental guidance. These procedures include two key requirements:

- 1) Mandatory Expansion of Registration. If a placement is not made within the initial 60-day registration period, the PPP registration will be automatically expanded to include all Department of Defense (DoD) activities in the Continental United States.
- 2) Amendment of Registration. If an individual has no return rights and does not receive a valid job offer within 90 days of registration, their PPP registration will be amended to include positions that are one grade level below their current grade.

Declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

4. I understand and accept the conditions established in this agreement. I also understand that failure to request and accept return assignment as I have agreed to do under the terms of this agreement will result in my involuntary separation from Department of the Air Force employment.

Employee Section		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
Losing Civilian Personnel Officer (CPO) Section		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
Gaining Civilian Personnel Officer (CPO) Section		
<b>Printed Name:</b>		
<b>Signature:</b>		
<b>Agency:</b>		
<b>Installation:</b>		
Human Resources Representative		
<b>Printed Name:</b>		
<b>Email Address:</b>		

Phone Numbers:	(DSN)		(Commercial)	
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**Figure A4.4. Overseas Employment Agreement for Assignment to a Foreign Area (Family Members of Military and Civilians With own Competitive Status).**

This agreement must be signed by employees who are sponsored family members of assigned military members or civilian employees with own competitive status on Permanent Change of Station orders to the overseas location who have been appointed or converted to career or career-conditional appointments in a foreign area.

1. This document represents an agreement between the Department of the Air Force and the undersigned and becomes effective upon assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. As a family member of a military member or civilian employee, I understand that I am exempt from the Department of Defense (DoD) rotation policy that limits the authorized period of foreign area service. In the event I lose my status as family member, or I elect to remain in the foreign area after departure of my sponsor, I understand I will no longer be exempt from the DoD rotation policy. I understand that when I am no longer exempt from the DoD rotation policy, all prior appropriated fund employment with the DoD in foreign areas not interrupted by the required period of service or residence in the United States (U.S.) or non-foreign area is counted towards the 5-year limit. Unless an extension is granted, I understand that I will be required to return to the U.S. at the end of the authorized period on which I am serving.

3. If I lose my status as a family member and become self-sponsored, I understand that I may be provided placement assistance for return assignment to the U.S. through registration in the DoD Priority Placement Program (PPP) and in conjunction with the Department of the Air Force (DAF) Non-Displaced Overseas (NDOS) supplemental guidance after completion of the period of service required for such registration. When notified that my foreign service will not be extended, I agree to request return assignment by registration in these programs. Further, I agree to accept the position offered which will fulfill my obligation to return from the foreign area. Procedures for placement through PPP are outlined in the DoD PPP Handbook and supplemented by DAF NDOS supplemental guidance. These procedures include two key requirements:

- 1) Mandatory Expansion of Registration. If a placement is not made within the initial 60-day registration period, the PPP registration will be automatically expanded to include all Department of Defense (DoD) activities in the Continental United States.

2) Amendment of Registration. If an individual has no return rights and does not receive a valid job offer within 90 days of registration, their PPP registration will be amended to include positions that are one grade level below their current grade.

The declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation.

4. I understand and accept the conditions established in this agreement. I also understand that failure to request and accept return assignment as agreed to under the conditions of this agreement will result in my separation from DAF employment.

Employee Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Losing Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Gaining Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
Human Resources Representative			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.5. Overseas Employment Policy Acknowledgement (Not Obtained at the Time of Assignment/Conversion).**

This acknowledgement is to be signed by employees serving in a position in a foreign area on a career or career-conditional appointment from whom the required Overseas Employment Agreement was not obtained at the time of assignment or conversion.

1. This acknowledgement advises you of DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights, that limits the duration of foreign area service in certain positions to 5 continuous years, unless interrupted by at least two years of physical presence in the United States (U.S.) or non-foreign overseas area. Employees who are on career or career-conditional appointments in foreign areas are

required to sign, at the time of assignment or conversion, an overseas employment agreement that acknowledges the policy is a condition of employment.

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. A review of your records reveals that the required agreement was not obtained from you on \_\_\_\_\_ the date of your assignment/conversion to a career or career conditional appointment. You are hereby advised that such administrative oversight does not exempt you from the DoD rotation policy. You will be subject to the same requirements applied to other employees from whom the agreement was obtained. Those procedures and conditions are explained in the following paragraphs.

3. As an employee serving in a position subject to the foreign area service limitation, you are required to return to the U.S. after completion of the allowable period of service. This return can be affected by exercise of return rights, if applicable, or by registration for placement through the Department of Defense (DoD) Priority Placement Program (PPP) and in conjunction with the Department of the Air Force (DAF) Non-Displaced Overseas (NDOS) supplemental guidance. Procedures for placement through PPP are outlined in the DoD PPP Handbook and supplemented by DAF NDOS supplemental guidance. These procedures include two key requirements:

- 1) Mandatory Expansion of Registration. If a placement is not made within the initial 60-day registration period, the PPP registration will be automatically expanded to include all Department of Defense (DoD) activities in the Continental United States.
- 2) Amendment of Registration. If an individual has no return rights and does not receive a valid job offer within 90 days of registration, their PPP registration will be amended to include positions that are one grade level below their current grade.

Failure to comply with DoD, DAF, or PPP requirements, such as declining a valid offer, may result in forfeiture of PPP eligibility.

4. The impact of the rotation policy as it affects you is reflected by the paragraph checked below:

a. \_\_\_\_\_ You are currently assigned to a position in which foreign area service is limited. You have already completed, or are within two years of completing, the normal 5-year period. To give you sufficient advance notice for planning purposes, you are hereby advised that your allowable foreign service is extended until \_\_\_\_\_. If you are still assigned to a position subject to this limitation, you will be expected to register in the PPP for placement in the U.S. by that date. Any return rights previously granted to you will expire on the date originally scheduled unless extended by the activity that granted those rights.

b. \_\_\_\_\_ You are currently assigned to a position in which foreign area service is limited. Your allowable foreign area service will be completed on \_\_\_\_\_. If on that date you are still assigned to a position subject to that limitation, you will register in the PPP, in conjunction with the DAF NDOS supplemental guidance for return placement in the U.S. If you wish to apply for a new position, and not exercise return rights, you will not be eligible for a paid Permanent Change of Station to a subsequent follow on until the initial tour of duty, for which you are acknowledging is completed.

c. \_\_\_\_\_ You are not currently assigned to a position in which foreign area service is limited by DoDI 1400.25 Volume 1230. If you are later assigned to a position subject to the limitation, all prior appropriated fund employment with the DoD in foreign areas not interrupted by the required period of service or residence in the U.S. or a non-foreign overseas area is counted towards the 5-year limit.

5. You are advised that failure to accept an offer of assignment to a position in the U.S. made to satisfy a return obligation as discussed in this acknowledgement, may result in your separation from DAF employment.

6. You should contact a representative in the Civilian Personnel Section to discuss the options available to you.

Employee Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Losing Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Gaining Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
Human Resources Representative			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.6. Overseas Employment Agreement for Family Members (5 CFR, Part 213).**

This agreement must be signed by employees or applicants who are family members of military or civilian employees assigned or converted to serve under a Schedule A appointment in a foreign area.

1. This document represents an agreement between the Department of the Air Force and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. As a family member of a military member or civilian employee on a Schedule A appointment, I understand that I am exempt from the Department of Defense (DoD) rotation policy that limits the authorized period of foreign area service. In the event I lose my status as a family member through divorce, separation, death, or because my sponsor transfers or separates from the service, this appointment will be terminated. If eligible, I understand I will be granted leave without pay and provided counseling concerning placement assistance.

3. I understand and accept the conditions established in this agreement. I also understand that if I lose my status as family member, my employment will be terminated within 60 days, and I will not be eligible for severance pay.

Employee		
Printed Name:		Date:
Signature:		
Losing Civilian Personnel Officer (CPO) Section		
Printed Name:		Date:
Signature:		
Gaining Civilian Personnel Officer (CPO) Section		
Printed Name:		
Signature:		
Agency:		
Installation:		
Human Resources Representative		

<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Number</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.7. Overseas Employment Agreement For Overseas Limited Appointment (Not To Exceed 5Years).**

<p>This agreement must be signed by employees or applicants appointed or converted to an overseas limited appointment Not-to-Exceed 5 years in a foreign area.</p> <p>1. This document represents a statement of understanding between the Department of the Air Force and the undersigned and becomes effective upon my assignment to:</p> <p>Name (Last, First, Middle Initial): _____ Position Title: _____</p> <p>Pay Plan/Series Grade or Pay Band: _____ Organization: _____</p> <p>Location: _____</p> <p>Effective date: _____ Tour Length: _____</p> <p>2. By accepting this assignment in a foreign area, I understand and agree to the following limitations that are imposed on the length of time I am authorized to remain in this or another foreign area:</p> <p>a. DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights, limits Civilian employment in the competitive service in foreign areas to a period of 5 continuous years unless interrupted by at least two years of physical presence in the United States (U.S.) or non-foreign overseas area. My overseas employment will be limited by that policy if, after completion of 5 years overseas service, I am serving in or assigned to a position subject to rotation. Any extension beyond 5 years is subject to management’s approval.</p> <p>b. In computing the period of allowable overseas employment, all prior appropriated fund employment with the DoD in foreign areas not interrupted by the required period of service or residence in the U.S. or non-foreign overseas area is counted.</p> <p>c. I understand this assignment will not exceed _____ and that my <u>appointment will terminate</u> on that date.</p>	
<b>Employee Section</b>	
<b>Printed Name:</b>	<b>Date:</b>

<b>Signature:</b>		
<b>Losing Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
<b>Gaining Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		
<b>Signature:</b>		
<b>Agency:</b>		
<b>Installation:</b>		
<b>Human Resources Representative</b>		
<b>Printed Name:</b>		
<b>Email Address:</b>		
<b>Phone Numbers:</b>	<b>(DSN)</b>	<b>(Commercial)</b>

**Figure A4.8. Overseas Employment Agreement Assignment to Alaska or Hawaii or United States Territories and Possessions (With Return Rights).**

This agreement must be signed by an employee serving on a career or career-conditional appointment selected for assignment to a Department of Defense (DoD) position in Alaska or Hawaii, or the United States (U.S.) territories and possessions who has return rights.

1. This document represents an agreement between the Department of the Air Force (DAF) and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to an overseas area, I understand and agree to the following:

a. My initial period of overseas service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of overseas service is subject to management’s approval and my concurrence.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving

a subsequent tour of duty in the same or another overseas area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management's approval and my concurrence (Only applies to employees assigned to Guam).

c. When notified that my overseas service will not be extended beyond the initial or subsequent tour of duty, I agree to request return assignment by applying to exercise my return rights, or, if those rights have expired, by registration in the DoD Priority Placement Program (PPP) and in conjunction with the DAF Non-Displaced Overseas (NDOS) supplemental guidance. Further, I agree to accept the position offered from such application or registration that will fulfill my obligation to return from the overseas area. I understand that procedures for return placement through the DoD PPP are established in accordance with the DoD PPP DAF NDOS supplemental guidance which require 1) mandatory expansion of PPP registration to include all DoD activities in the Continental U.S. after the initial 60-day registration period and 2) amendment of registration to include one grade interval below my current grade if I have no return rights and do not receive a valid offer within 90 days of registration. The declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

3. I understand that I have been granted return rights to my former position \_\_\_\_\_ of at (Location) \_\_\_\_\_. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned and that I must apply to exercise my return rights In order to assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply. I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity and comply with Joint Travel Regulation **Chapter 5**, Acceptable Reasons for Release of Tour, to be afforded return travel expenses at government expense. Centrally managed positions require recommended approval from the overseas activity and Career Field Team, Career Field Management and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- a. Resignation
- b. Separation for cause.
- c. The position to which return rights is authorized is being abolished.
- d. Assignment to any Department of Defense activity in the Continental U.S.
- e. Transfer to any agency outside DoD.
- f. Failure to accept the equivalent position to which return rights apply.

4. If my former position does not exist when I exercise my return rights, I understand I will be returned to a vacant position at the same grade level or pay band equivalent level to which I have return rights or to a position at the same grade level or pay band equivalent level which has been established for 90 days. If I am returned to a position established for 90 days, I understand that I will be placed in a continuing position (for which I qualify), at that grade level or pay band

equivalent for which I held immediately before my overseas assignment until a valid vacancy becomes available during this period. Otherwise, my assignment rights beyond that 90-day period will be determined by reduction-in-force procedures. I also understand that my return rights may be transferred to a different geographic area in the event the function to which my return rights apply is transferred, or if my former activity has been inactivated. I understand that management may initiate my return when it is in the best interest of the DAF at any time during the 5-year return rights period.

5. I understand the 5-year foreign area limit does not apply to this assignment.
6. If I wish to apply for a new position, and not exercise return rights (if applicable), I will not be eligible for a paid Permanent Change of Station to a subsequent follow-on assignment until the initial tour of duty for which I am acknowledging is completed.
7. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do in the paragraphs above may result in my involuntary separation from the DAF.

Employee Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Losing Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
Gaining Civilian Personnel Officer (CPO) Section			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
Human Resources Representative			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	(DSN)		(Commercial)

**Figure A4.9. Overseas Employment Agreement Assignment to Alaska or Hawaii or United States Territories and Possessions (Without Return Rights).**

This agreement must be signed by an employee who does not have return rights serving on a career or career-conditional appointment selected for assignment to a Department of Defense (DoD) position in Alaska or Hawaii or the United States (U.S.) territories and possessions.

1. This document represents an agreement between the Department of the Air Force (DAF) and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to an overseas area, I understand and agree to the following:

a. My initial period of overseas service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of overseas service is subject to management's approval and my concurrence.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving a subsequent tour of duty in the same or another overseas area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management's approval and my concurrence.

c. When notified that my overseas service will not be extended beyond the initial or subsequent tour of duty, I agree to request return assignment to the U.S. by registration in the DoD Priority Placement Program (PPP) and in conjunction with the DAF Non-Displaced Overseas (NDOS) supplemental guidance. Further, I agree to accept the position offered from such application or registration that will fulfill my obligation to return from the overseas area. I understand that procedures for return placement through the DoD PPP are established in accordance with the DoD PPP Handbook and DAF NDOS supplemental guidance which require, mandatory expansion of the PPP registration to include all DoD activities in the Continental U.S. after the initial 60-day registration period and amendment of registration to include one-grade interval below my current grade if I have no return rights and do not receive a valid offer within 90 days of registration. The declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

3. I understand that I do not have specific return rights. I will be provided placement assistance for assignment in the U.S. through registration in the DoD PPP and in conjunction with the DAF NDOS supplemental guidance, after completion of the period of overseas service required for such registration. I agree to accept a "valid" position offer from such registration. I understand

that management may initiate my return when it is in the best interest of the DAF at any time during the initial 5 -year assignment period.			
4. I understand the 5-year foreign area limit does not apply to this assignment.			
5. If I wish to apply for a new position, I will not be eligible for a paid Permanent Change of Station to a subsequent follow-on assignment until the initial tour of duty for which I am acknowledging is completed.			
6. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do in the paragraphs above may result in my involuntary separation from the DAF.			
<b>Employee Section</b>			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
<b>Losing Civilian Personnel Officer (CPO) Section</b>			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
<b>Gaining Civilian Personnel Officer (CPO) Section</b>			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
<b>Human Resources Representative</b>			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.10. Overseas Employment Agreement Assignment to a Foreign Area from a Centrally Managed Force Renewal or Leadership Development Program Position (Without Return Rights to Current Position).**

This agreement must be signed by an employee serving on a career or career-conditional appointment who was recruited for assignment to a Department of the Air Force (DAF) position in a foreign area as outplacement from one of the following centrally-managed programs: Central Salary Account (CSA)-funded Career Broadener position, CSA-funded Pathways Intern, Post-Secondary Student and Recent Graduate Direct Hiring Authority position, Key

Career Position, and Civilian Developmental program, to include Civilian Strategic Leadership Program.

These employees will have return placement coordinated in conjunction with their Career Field Team to a location based on the needs of the DAF under their mobility agreements In Accordance With (IAW) DAFMAN 36-142, Civilian Career Field Management and Centrally-Managed Positions.

1. This document represents an agreement between the DAF and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to a foreign area, I understand and agree to the following limitations:

a. My initial period of foreign service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of foreign service is subject to management's approval and my concurrence. Any prior Department of Defense (DoD) foreign service not interrupted by a 2-year period of physical residence in the United States or non-foreign area will reduce the allowable period of service I am authorized to be employed in a position subject to the rotation policy.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving a subsequent tour of duty in the same or another foreign area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management's approval and my concurrence.

c. DoDI 1400.25 Volume 123, DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights, limits foreign area service of employees assigned to positions subject to the DoD rotation policy to a period of 5 years. My foreign service will be limited by that policy if, after completion of 5 years foreign area service, I am serving in or assigned to a position subject to the DoD rotation policy.

3. I understand that my former position of \_\_\_\_\_ at (Location) \_\_\_\_\_ was cancelled/will no longer be available after my assignment overseas. The mobility agreement from my previous position is extended to cover the length of my overseas tour. This extension enables the Career Field Team to assist with my return to the Continental United States under the mobility agreement as the primary method of return (IAW DAFMAN 36-142). Career Field Team coordination begins 9-12 months before the end of the overseas tour (IAW DAFMAN 36-142).

4. When placement is not possible under the mobility agreement, return rights will be exercised under statutory rights to a vacant position (at the same or one grade lower) at the previous location or to a position established for 90 days. If I am not placed within 90 days, my assignment rights will be determined by reduction-in-force procedures. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned. I understand that I must apply to exercise my return rights. To assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply, I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity and comply with Joint Travel Regulation Chapter 5, *Acceptable Reasons for Release of Tour*, to be afforded return travel expenses at government expense centrally managed positions require recommended approval from the overseas activity and coordination with Career Field Team, Career Field Manager and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- a. Resignation.
- b. Separation for cause.
- c. The position to which return rights is authorized is being abolished.
- d. Assignment to any DoD activity in the Continental U.S.
- e. Transfer to any agency outside DoD.
- f. Failure to accept the equivalent position to which return rights apply.

5. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do above, may result in my involuntary separation from Air Force employment.

Employee Section		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
Losing Civilian Personnel Officer (CPO) Section		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
Gaining Civilian Personnel Officer (CPO) Section		
<b>Printed Name:</b>		
<b>Signature:</b>		
<b>Agency:</b>		
<b>Installation:</b>		
Human Resources Representative		

<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Number</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.11. Overseas Employment Agreement Assignment to Alaska or Hawaii or Hawaii or United States Territories and Possessions from a CONUS Centrally Managed Force Renewal or Leadership Development Program Position (Without Return Rights to Current Position).**

This agreement must be signed by an employee serving on a career or career-conditional appointment in the Continental United States who was recruited for assignment to a Department of the Air Force (DAF) position in Alaska, Hawaii, or U.S. territories and possessions as outplacement from one of the following centrally-managed programs: Central Salary Account (CSA)-funded Career Broadener position, CSA-funded Pathways Intern, Post-Secondary Student and Recent Graduate Direct Hiring Authority position, Key Career Position , and Civilian Developmental program, to include Civilian Strategic Leadership Program.

These employees will have return placement coordinated in conjunction with their Career Field Team to a location based on the needs of the DAF under their mobility agreements In Accordance With (IAW) DAFMAN 36-142, Civilian Career Field Management and Centrally-Managed Positions.

1. This document represents an agreement between the DAF and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. I understand that my former position of \_\_\_\_\_ at (Location) \_\_\_\_\_ was cancelled/will no longer be available after my assignment overseas. The mobility agreement from my former position is extended to cover the length of my overseas tour. This extension enables the Career Field Team to assist with my return to the Continental United States under the mobility agreement as the primary method of return (IAW DAFMAN 36-142). Career Field Team coordination begins 9-12 months before the end of the overseas tour (IAW DAFMAN 36-142).

3. By accepting this assignment to a non-foreign area, I understand and agree to the following limitations:

a. My initial period of non-foreign service is limited to the established tour of duty for the

area to which assigned. Any extension beyond the initial period of non-foreign service is subject to management’s approval and my concurrence.

b. If I am authorized and elect to exercise renewal agreement travel (Note: authorized in Guam ONLY) for the purpose of serving a subsequent tour of duty in the same non-foreign area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management’s approval and my concurrence.

c. When placement is not possible under the mobility agreement, return rights will be exercised under statutory rights to a vacant or one grade lower position at the previous location or to a position established for 90 days. If I am not placed within 90 days, my assignment rights will be determined by reduction-in-force procedures. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned. I understand that I must apply to exercise my return rights. To assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply, I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity and comply with Joint Travel Regulation Chapter 5, Acceptable Reasons for Release of Tour, to be afforded return travel expenses at government expense Centrally managed positions require recommended approval from the overseas activity and coordination with Career Field Team, Career Field Manager and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- 1) Resignation.
- 2) Separation for cause.
- 3) The position to which return rights is authorized is being abolished.
- 4) Assignment to any DoD activity in the Continental U.S.
- 5) Transfer to any agency outside DoD.
- 6) Failure to accept the equivalent position to which return rights apply.

4. I understand the 5-year foreign area limit does not apply to this assignment.

5. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do above, may result in my involuntary separation from DAF employment.

**Employee Section**

<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
<b>Losing Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		<b>Date:</b>

<b>Signature:</b>		
<b>Gaining Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		
<b>Signature:</b>		
<b>Agency:</b>		
<b>Installation:</b>		
<b>Human Resources Representative</b>		
<b>Printed Name:</b>		
<b>Email Address:</b>		
<b>Phone Numbers:</b>	(DSN)	(Commercial)

**Figure A4.12. Overseas Employment Agreement for Assignment to a Foreign Area from a Centrally Managed Force Renewal or Leadership Development Program Position from Alaska, Hawaii, or Guam and Not Actual Resident (Without Return Rights to Current Position).**

This agreement must be signed by an employee serving on a career or career-conditional appointment who was recruited for assignment to a Department of the Air Force (DAF) position to a foreign area as outplacement from one of the following centrally-managed programs: Central Salary Account (CSA)-funded Career Broadener position, CSA-funded Pathways Intern, Post-Secondary Student and Recent Graduate Direct Hiring Authority position, Key Career Position and Civilian Developmental program, to include Civilian Strategic Leadership Program

These employees will have return placement coordinated in conjunction with their Career Field Team to a location based on the needs of the DAF under their mobility agreements In Accordance With (IAW) DAFMAN 36-142, Civilian Career Field Management and Centrally-Managed Positions.

1. This document represents an agreement between the DAF and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to a foreign area, I understand and agree to the following

limitations:

a. My initial period of foreign service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of foreign service is subject to management's approval and my concurrence. Any prior Department of Defense (DoD) foreign service not interrupted by a 2-year period of physical residence in the Continental United States (CONUS) or non-foreign overseas area will reduce the allowable period of service I am authorized to be employed in a position subject to the rotation policy.

b. If I am authorized and elect to exercise renewal agreement travel for the purpose of serving a subsequent tour of duty in the same or another foreign area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management's approval and my concurrence.

c. DoDI 1400.25 Volume 1230, DoD Civilian Personnel Management System: Employment in Foreign Areas and Employee Return Rights, limits foreign area service of employees assigned to positions subject to the DoD rotation policy to a period of 5 years. My foreign service will be limited by that policy if, after completion of 5 years foreign area service, I am serving in or assigned to a position subject to the DoD rotation policy.

d. When notified that my foreign service will not be extended beyond the initial or subsequent tour of duty, or when advised that my return is required because of the DoD rotation policy, I agree to request return assignment to the U.S. by registration in the DoD Priority Placement Program (PPP) and in conjunction with the DAF Non-Displaced Overseas (NDOS) supplemental guidance.

e. Further, I agree to accept the position offered from such application or registration that will fulfill my obligation to return from the foreign area. I understand that procedures for return placement through the DoD PPP are established in accordance with the DoD PPP Handbook and DAF guidance which require 1) mandatory expansion of the PPP registration to include all DoD activities in the CONUS after the initial 60-day registration period and 2) amendment of registration to include one grade interval below my current grade and do not receive a valid offer within 90 days of registration. The declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

3. I understand that my former position of \_\_\_\_\_ at (Location) \_\_\_\_\_ was cancelled/will no longer be available after my assignment overseas. The mobility agreement from my former position is extended to cover the length of my overseas tour. This extension enables the Career Field Team to assist with my return to the Continental United States under the mobility agreement as the primary method of return (IAW DAFMAN 36-142). Career Field Team coordination begins 9-12 months before the end of the overseas tour (IAW DAFMAN 36-142).

4. When placement is not possible under the mobility agreement, return rights will be exercised under statutory rights to an equivalent level or one grade lower position at the previous location or to a position established for 90 days. If I am not placed within 90 days, my

assignment rights will be determined by reduction-in-force procedures. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned. I understand that I must apply to exercise my return rights. To assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply, I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity and comply with Joint Travel Regulation Chapter 5, Acceptable Reasons for Release of Tour, to be afforded return travel expenses at government expense. Centrally managed positions require recommended approval from overseas activity and coordination with Career Field Team, Career Field Management and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- a. Resignation.
- b. Separation for cause.
- c. The position to which return rights are being authorized is being abolished.
- d. Assignment to any DoD activity in the Continental U.S.
- e. Transfer to any agency outside DoD.
- f. Failure to accept the equivalent position to which return rights apply.

5. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do above, may result in my involuntary separation from DAF employment.

<b>Employee Section</b>		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
<b>Losing Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		<b>Date:</b>
<b>Signature:</b>		
<b>Gaining Civilian Personnel Officer (CPO) Section</b>		
<b>Printed Name:</b>		
<b>Signature:</b>		
<b>Agency:</b>		
<b>Installation:</b>		
<b>Human Resources Representative</b>		
<b>Printed Name:</b>		

<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

**Figure A4.13. Overseas Employment Agreement for Assignment to a Non-Foreign Area (Alaska, Hawaii, or Guam) from a Centrally Managed Force Renewal or Leadership Development Program Position from Alaska, Hawaii, or Guam and not Actual Resident (Without Return Rights to Current Position).**

This agreement must be signed by an employee serving on a career or career-conditional appointment recruited for assignment to a Department of the Air Force (DAF) position to a non-foreign area as outplacement from one of the following centrally-managed programs: Central Salary Account (CSA)-funded Career Broadener position, CSA-funded Pathways Intern, Post-Secondary Student and Recent Graduate Direct Hiring Authority position, Key Career Position and Civilian Developmental program, to include Civilian Strategic Leadership Program.

These employees will have return placement coordinated in conjunction with their Career Field Team to a location based on the needs of the DAF under their mobility agreements In Accordance With (IAW) DAFMAN 36-142, Civilian Career Field Management and Centrally-Managed Positions.

1. This document represents an agreement between the DAF and the undersigned and becomes effective upon my assignment to:

Name (Last, First, Middle Initial): \_\_\_\_\_ Position Title: \_\_\_\_\_

Pay Plan/Series/Grade or Pay Band: \_\_\_\_\_ Organization: \_\_\_\_\_

Location: \_\_\_\_\_

Effective date: \_\_\_\_\_ Tour Length: \_\_\_\_\_

2. By accepting this assignment to a non-foreign area, I understand and agree to the following limitations:

a. My initial period of non-foreign service is limited to the established tour of duty for the area to which assigned. Any extension beyond the initial period of non-foreign service is subject to management's approval and my concurrence.

b. If I am authorized and elect to exercise renewal agreement travel (**Note:** authorized in Guam ONLY) for the purpose of serving a subsequent tour of duty in the same non-foreign area, my period of service will then be limited to the prescribed tour required by such agreement. Any extension beyond that period is subject to management's approval and my concurrence.

c. When notified that my non-foreign service will not be extended beyond the initial or subsequent tour of duty, I agree to request return assignment to the Continental United States by registration in the Department of Defense (DoD) Priority Placement Program (PPP) and in

conjunction with the DAF Non-Displaced Overseas (NDOS) supplemental guidance.

3. I \_\_\_\_\_ agree to accept the position offered from such application or registration that will fulfill my obligation to return from the non-foreign area. I understand that procedures for return placement through the DoD PPP are established in accordance with the DoD PPP Handbook and DAF guidance which require, mandatory expansion of the PPP registration to include all DoD activities in the Continental United States after the initial 60-day registration period and amendment of registration to include one grade interval below my current grade if I have no return rights and do not receive a valid offer within 90 days of registration. The declination of a valid offer or failure to comply with DoD, DAF, or PPP requirements shall result in forfeiture of PPP eligibility and may be subject to separation from federal service.

4. I understand that my former position of \_\_\_\_\_ at (Location) was cancelled/will no longer be available after my assignment overseas. The mobility agreement from my former position is extended to cover the length of my overseas tour. This extension enables the Career Field Team to assist with my return to the Continental United States under the mobility agreement as the primary method of return (IAW DAFMAN 36-142). Career Field Team coordination begins 9-12 months before the end of the overseas tour (IAW DAFMAN 36-142).

5. When placement is not possible under the mobility agreement, return rights will be exercised under statutory rights to a vacant equivalent level or one grade lower position at the previous location or to a position established for 90 days. If I am not placed within 90 days, my assignment rights will be determined by reduction-in-force procedures. I understand that I must satisfactorily complete the required period of overseas service established for the area to which I am assigned. I understand that I must apply to exercise my return rights. To assure availability of return transportation at the time I desire to exercise my return rights, and to provide sufficient advance notice to the activity to which my return rights apply, I will notify my servicing Civilian Personnel Section at least 6 months in advance of the date I wish to depart from the overseas area. Any early release from the period specified in my service agreement must be approved by the overseas activity and comply with Joint Travel Regulation Chapter 5, Acceptable Reasons for Release of Tour, to be afforded return travel expenses at government expense. Centrally managed positions require recommended approval from the overseas activity and coordination Career Field Team, Career Field Management and approval by Air Force Personnel Center Directorate of Civilian Personnel Operations - Talent Management Division. Unless terminated for a reason listed below, I understand my return rights expire 5 years after my assignment overseas, unless an extension is granted. Return rights are terminated earlier for any of the following reasons:

- a. Resignation.
- b. Separation for cause.
- c. The position to which return rights are authorized is being abolished.
- d. Assignment to any DoD activity in the Continental U.S.
- e. Transfer to any agency outside DoD.
- f. Failure to accept the equivalent position to which return rights apply.

6. I understand and accept the conditions established in this agreement. I understand that failure

to request and accept return assignment as I have agreed to do above, may result in my involuntary separation from DAF employment.			
<b>Employee Section</b>			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
<b>Losing Civilian Personnel Officer (CPO) Section</b>			
<b>Printed Name:</b>			<b>Date:</b>
<b>Signature:</b>			
<b>Gaining Civilian Personnel Officer (CPO) Section</b>			
<b>Printed Name:</b>			
<b>Signature:</b>			
<b>Agency:</b>			
<b>Installation:</b>			
<b>Human Resources Representative</b>			
<b>Printed Name:</b>			
<b>Email Address:</b>			
<b>Phone Numbers:</b>	<b>(DSN)</b>		<b>(Commercial)</b>

Attachment 5

OVERSEAS PROCESSING INSTRUCTIONS CHECKLISTS

Figure A5.1. Overseas Processing Instructions Checklist (CONUS CPS).

Overseas Processing Instructions Checklist (CONUS Civilian Personnel Section)	
<b>Name:</b>	<b>DOD ID Number:</b>
<b>Mailing Address:</b>	<b>Work Phone:</b>
	<b>Home Phone:</b>
<b>Email:</b>	<b>Length of Tour:</b>
<b>Current Position/Organization/Office Symbol:</b>	
<b>Overseas Position/Organization/Office Symbol:</b>	
<b>Overseas Location:</b>	<b>Drop/Pick-up Date:</b>
<i>(INITIAL AND DATE EACH ITEM COMPLETED)</i>	
_____	Offer letter received (copy in file)
_____	Acceptance sent (copy in file)
_____	Standard Form 75 information sent
_____	Signed Service Agreement received (copy in file)
_____	Official Passport, VISA received, if applicable
_____	VISA received, if applicable
_____	Exceptional Family Member Program (if applicable)
_____	Physical completed on form for Medical Qualification Examination
_____	Health Statements for dependents received (DoDI 1315.19)
_____	Travel Orders (copy in file)
_____	Notified by current CPS/selectee of port call/pick-up/drop date (copy in file)
_____	Overseas Employment Agreement signed (copy in file)
_____	Statement of Understanding Medical & Dental Availability OCONUS
_____	Statement of Understanding signed (copy in file)

\_\_\_\_\_ Drug Testing Designated Position Requirements (if applicable)

\_\_\_\_\_ Position Obligated (Notify gaining activity of return rights)

\_\_\_\_\_ Manpower Position Control Number: \_\_\_\_\_ Position

\_\_\_\_\_ Description# \_\_\_\_\_ Copy of Position Description in return placement folder

Remarks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Figure A5.2. Overseas Processing Instructions Checklist (OCONUS CPS).**

<b>Overseas Processing Instructions Checklist (OCONUS Civilian Personnel Section)</b>	
<b>Name:</b>	<b>DoD ID Number:</b>
<b>Mailing Address:</b>	<b>Work Phone:</b>
	<b>Home Phone:</b>
<b>Email:</b>	<b>Length of Tour:</b>
<b>Current Position/Organization/Office Symbol:</b>	
<b>Overseas Position/Organization/Office Symbol:</b>	
<b>Overseas Location:</b>	<b>Drop/Pick-up Date:</b>
<i>(INITIAL AND DATE EACH ITEM COMPLETED)</i>	
_____	Offer letter sent (copy in file)
_____	Acceptance received (copy in file)
_____	Standard Form 75 information received
_____	Fund cite(s) provided
_____	Signed Service Agreement received (copy in file)
_____	Official Passport received, if applicable
_____	Visa received, if applicable
_____	Physical completed for Medical Qualification Examination

- \_\_\_\_\_ Health Statements for dependents received (DoD Instruction 1315.19)
- \_\_\_\_\_ Travel Orders completed & distributed (copy in file)
- \_\_\_\_\_ Notified by current CPS/selectee of port call/pick-up/drop date (copy in file)
- \_\_\_\_\_ Return Overseas Employment Agreement signed (copy in file)
- \_\_\_\_\_ Statement of Understanding signed (copy in file)
- \_\_\_\_\_ Separate Maintenance Allowance requested/approved (if applicable)
- \_\_\_\_\_ Emergency Essential Statement (copy in file, if applicable)
- \_\_\_\_\_ Drug Testing Designated Position Requirements (if applicable)
- \_\_\_\_\_ Security Requirements
- \_\_\_\_\_ Thrift Savings Plan Loan info received (if applicable)
- \_\_\_\_\_ Entitlements Section notified
- \_\_\_\_\_ Residency statement received from CONUS CPS or an approved exception in accordance with DAFMAN 36-162 is documented
- \_\_\_\_\_ Counseling on OCONUS Environment
- \_\_\_\_\_ Other: \_\_\_\_\_

Remarks:

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