

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AL 1500.9A

ALASKAN REGION

October 15, 1985

SUBJ: TOUR RENEWAL AGREEMENT TRAVEL PUBLIC LAWS 83-737. 97-253 and 97-346

1. PURPOSE. This directive explains the changes in the law pertaining to tour renewal agreement travel (variously known as vacation leave travel and Public Law or PL 737 travel) for employees assigned to the Alaskan Region. Public Law 83-737 was amended by Public Law 97-253, dated September 8, 1982, and Public Law 97-346, dated October 15, 1982. The effect of the changes made by these laws is to significantly reduce the amount of tour renewal agreement travel that Federal agencies can authorize for employees assigned, appointed, or transferred to Alaska after September 8, 1982, except when it is determined that such payment is necessary for the purpose of recruiting or retaining employees for service within Alaska.

2. DISTRIBUTION. This directive is distributed to all supervisory personnel in the Alaskan Region.

3. CANCELLATION. Order AL 1500.9, Eligibility for Allowances under Public law 83-737, dated November 8, 1973, is canceled.

4. DELEGATION. The Personnel Management Division has been delegated the responsibility for all determinations as to eligibility for PL 737 and the effective date of the eligibility, as well as the responsible office for requesting blanket or individual authorization approvals from OST If recruiting or retention becomes a problem.

5. DEFINITIONS. The following phrases, as used in this order, are defined for clarity:

a. Agreed upon period of service has been established by the FAA as being 34 months for the first agreed period of service and 22 months for subsequent periods of service. This is distinguished from the "tour of duty" or "contract period" which is 36 months for the first tour and 24 months for subsequent tours of duty. The agreed upon period of service begins on the first day of arrival at the post of duty in Alaska and comprises the first 34 months of the first tour and 22 months for the subsequent "tour of duty" period.

b. Eligibility date is the day following completion of the agreed upon period of service. There shall be no departure from this rule except as hereinafter provided or as may otherwise be authorized by a waiver, or other personnel action, which alters the original tour of duty period.

ELIGIBILITY. Employees may be eligible to receive allowances for travel and transportation expenses for leave purposes to return to his/her residence from their Alaskan post of duty if they meet the following criteria:

* a. Prior to September 8, 1982. Under the "grandfather" clause (Public Law 97-346), employees who were designated as eligible for PL-737 prior to September 8, 1982, and who were serving a current tour of duty at a post of duty in Alaska on September 8, 1982, and who CONTINUE to serve CONSECUTIVE tours of duty in Alaska, are eligible to continue tour renewal agreement travel benefits in accordance with paragraph 2-1.5h of FPMR 101-7. In order to be eligible for allowances under this law, the employee must have:

(1) Been serving under a VALID employment agreement authorizing tour renewal agreement travel at a post of duty in Alaska on September 8, 1982;

(2) Served consecutive tours of duty in Alaska to retain eligibility;

(3) Satisfactorily completed an agreed upon period of service as specified in the contract and;

(4) PRIOR TO DEPARTURE from his/her Alaskan post of duty, entered into a new written and approved agreement.

b. After September 8, 1982. Public Law 83-737, which authorizes tour renewal agreement travel for certain employees assigned to Alaska, was amended by Public Law 97-253 to significantly reduce the amount of tour renewal agreement travel. These changes apply to employees who were assigned, appointed, or transferred to Alaska after September 8, 1982. Departmental Personnel Manual (DPM) Letter 300-1 established policies and procedures to continue tour renewal agreement travel under the following conditions:

(1) Tour renewal agreement craver is necessary for the purpose of recruiting or retaining employees who are recruited for:

(a) Positions covered under a manpower shortage category listed in Federal Personnel Manual, Chapter 571.

(b) Positions covered under 5 USC 5303, Special Pay Rates for Recruiting and Retention.

(c) Positions for which the Office of Personnel Management (OPM) has authorized a direct hire authority which is in effect on the effective date of the employment agreement.

(d) Positions for which a blanket authority is approved by the Departmental Director of Personnel and Training, OST. This determination has been delegated to the headquarters level of the FAA and may not be redelegated. Criteria to request approvals is outlined in DPM Letter 300-1.

(2) Employees who meet the above conditions must have satisfactorily completed an agreed upon period of service. (The first tour of duty is 36 months; however, employees are eligible to travel after completing 34 months, which is the "agreed upon period of service" and begins upon arrive] at the Alaskan post of duty. Subsequent tours of duty are 24 months, however, employees are eligible to travel after completing 22 months, which is the

* "agreed upon period of service" and begins upon arrival at the Alaskan post of duty after completing tour renewal agreement travel.)

(3) The employee is eligible for ONLY TWO ROUND TRIPS WHICH MUST BE TAKEN WITHIN FIVE (5) YEARS after the date the employee first begins any period of consecutive tours of duty in Alaska. NOTE: The first tour begins upon arrival at the Alaskan post of duty.

(4) Employees who meet the above requirement of this paragraph SHALL, PRIOR TO DEPARTURE for tour renewal travel, enter into a new written and approved agreement.

c. The FAA may authorize tour renewal agreement travel for individual employees when It can be clearly demonstrated that such payment is necessary for the purpose of recruiting or retaining the individual employee involved. Approval for such authorization must be requested in accordance with instructions in DPM Letter 300-1.

7. ALLOWANCES. Entitlements for eligible employees are limited to per diem and transportation costs for the employee and transportation costs (but not per diem) for the immediate family in an amount not to exceed cost via the most direct usually traveled route to his/her designated place of actual residence at the time of appointment to his/her post of duty in Alaska. If the travel is to an alternate point, the allowance is the lesser amount based upon comparative cost via the most direct usually traveled route to the alternate destination, not to exceed the cost to the home of record.

8. CONDITIONS AND RESTRICTIONS. The following conditions and restrictions apply to all eligible personnel, regardless of the date of their assignment:

a. Employee and dependents need not travel together, nor to the same destination, nor at the same time. However, It is the employee, not the family, who is authorized entitlement under the law. The return of dependents is inseparable from the return of the employee. There is no valid authority for dependent travel unless the employee travels. An employee may not waive his/her rights to travel in favor of monetary reimbursement of the cost of round trip transportation for his/her dependents (26 CG 865, 29 CG 160, 46 CG 153).

b. An employee whose place of actual residence is in the United States must spend a substantial amount of time in the United States, its territories, or its possessions. No administrative decision has been made to define "a substantial amount of time;" therefore each individual case shall be judged in accordance with the principle that the mere stopping off at or near his/her place of former residence, or alternate point, does not constitute return to residence for leave purposes (41 CG 146).

c. An employee may elect to return his/her family prior to the time he/she is eligible for transportation at Government expense. In such cases, the employee must pay the expenses. However, after the employee becomes eligible and has completed round trip travel, reimbursement may be received for dependent travel (35 CG 101).

- * d. Employees assigned to Alaska after September 8, 1982, are limited to two (2) round trips beginning within five (5) years after the date they first begin any period of consecutive tours of duty in Alaska. Failure to travel within this timeframe will automatically forfeit the unused trip(s). *

9. RELATION BETWEEN ELIGIBILITY DATE AND ALLOWANCES. An employee is only entitled to an allowance for expenses incurred on or subsequent to his/her eligibility date, except that reimbursement may be made for the prior return of dependents as explained in paragraph 8c. An employee shall be considered to have satisfactorily completed his/her agreed upon period of service at the end of his/her last regular hour of duty prior to the eligibility date.

10. NEW CONTRACT PERIOD. The employee's new "tour of duty" and new "agreed upon period of service" commence simultaneously, but do not commence until the day the employee returns to his/her post of duty in Alaska after completing travel under PL 737 or PL 346. The agency has no authority to change or to waive this provision of the law. Thus, If an employee requests leave under PL 737 or PL 346 in conjunction with training and does not return to his/her post of duty in Alaska prior to the start of the training, the effective date of the new agreement shall not commence until the day he/she returns to duty in Alaska after the completion of training. All supervisors shall carefully explain this to all prospective students prior to their departure for school.

11. PROCEDURES TO REQUEST TOUR RENEWAL AGREEMENT TRAVEL (PL-737 TRAVEL). Employees, who satisfactorily complete the agreed upon period of service and meet eligibility requirements for tour renewal agreement travel, must complete all forms and receive all approval PRIOR to leaving their Alaskan post of duty. Employees will not be reimbursed for tour renewal agreement travel unless they meet eligibility requirements and complete the following procedures:

- * a. Employees With Return Rights. (1) Employees who have return rights in accordance with Order 3330.6B must have (a) approval of their division manager for an additional tour in the Alaskan Region; (b) approval of their division manager AND their parent region for the third tour of duty in the Alaskan Region; or (c) approval of their division manager prior to forfeiting return rights to their parent region. (2) Submit the following forms to AAL-14 through supervisory channels no later than 90 days prior to the end of the current tour:

(a) AL Form 3330-47, Reemployment, Restoration, and Return Rights Memo (one copy)

(b) FAA Form 3330-4.1, Employment and Transportation Supplemental Agreement for Overseas Duty (five copies)

(c) AL Form 1500-17, Request for PL 83-737 (three copies) *

* b. Employees Without Return Rights. Employees who do not have return rights must submit the following forms through supervisory channels to AAL-14 at least 30 days prior to the expected travel date:

(1) AL Form 1500-17, Request for PL 83-737 (three copies)

(2) FAA Form 2666, Conditions of Employment for U.S. Citizens Outside the Contiguous 48 States and the District of Columbia (two copies)

12. FAILURE TO FULFILL TERMS OF AGREEMENT. Employees are expected to be aware of each agreement they sign and are expected to fulfill the terms of all agreements. Employees, as well as managers, must realize that failure to complete all agreements may result in a debt owed to the Government and should review Order 1500.14A, paragraph 5-0105 , along with this order. Employees must complete the first tour of duty to be eligible for tour renewal agreement travel, therefore, the following approvals refer ONLY to travel and transportation expenses in connection with "tour renewal agreement travel."

a. Failure to Complete One Year of Service. Employees who fail to complete one year of service at the Alaskan post of duty after returning from "tour renewal agreement travel," must reimburse the Federal Aviation Administration for any amounts spent for transportation and per diem for the employee and transportation of the employee's immediate family from the Alaskan post of duty to his/her home of record and return, unless the employee fails to complete the agreement for reasons beyond his/her control which are acceptable to the agency.

(1) Personnel Specialists in the Employment Branch, AAL-14, will document the last Notification of Personnel Action, SF-50, to notify the Payroll Section, AAC 24C, if the employee failed to complete the terms of the agreement or if the balance of the agreement is administratively waived. Employees will not be required to request a waiver of their agreement but may wish to inquire about ALL agreements prior to resigning or transferring. Acceptable circumstances for the granting of a waiver of the first year of the uncompleted portion of the tour renewal agreements (Section 3 of FAA Form 2666 or Section 4 of FAA Form 3330-4.1) are LIMITED TO THE FOLLOWING:

(a) Separations under reduction-in-force procedures

(b) Disability retirements

(c) Discontinued service retirements

(d) Transfers to other DOT positions or agencies WITHIN Alaska (normally, the contract obligation continues)

(e) All selections made under the MERIT PROMOTION PROGRAM. (Includes promotions, in-grade reassignments, and change to lower grades provided the employee was selected under MPP.) This does NOT apply to selections made under the Internal Placement Program, Return Rights, etc.

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- * (f) Enlistment or call to active military duty
- (g) Illness not induced by misconduct
- (h) Medical hardship If approved by the regional Flight Surgeon

b. Completion of One Year, But Not Entire Period. Employees who serve one year of the "tour renewal agreement travel" contract but fail to complete the second year are not indebted to the FAA for this leave travel even if they fail to complete the agreed period. Employees are expected to fulfill all contract agreements, however, under the following conditions, the Manager, Personnel Management Division, may administratively waive the balance of the contract on the Notification of the Personnel Action, SF-50:

- (1) Any of the conditions stated in paragraph 12a.
- (2) The employee's division concurs with the release date for selections under the Internal Placement Program.
- (3) Optional Retirements
- (4) Resignations
- (5) Other reasons acceptable to the division manager.

NOTE: Employees need to be aware that this paragraph does not apply to employees who are covered under the Return Rights or PL-600 regulations. Employees who are separated from the Federal Government should be aware that Permanent Change of Station Travel--even within Alaska--is a separate obligation which is not discussed in this regulation. *

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Director