OFFICE OF HUMAN CAPITAL



TSA MANAGEMENT DIRECTIVE No. 1100.30-1 TEMPORARY INTERNAL ASSIGNMENTS (DETAILS AND TEMPORARY PROMOTIONS)

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

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

- **1. PURPOSE:** This directive provides TSA policy and procedures on the assignment of a permanent TSA employee, through detail or temporary promotion, to perform the duties of another TSA position, other than their position of record, for a specific period of time.
- **2. SCOPE:** This directive applies to all permanent TSA employees, except for employees in Transportation Security Executive Service (TSES) positions or employees who are temporarily assigned to TSES positions.

3. AUTHORITIES:

- A. Sections 101 and 111(d) of the Aviation and Transportation Security Act, Pub. L. 107-71 (ATSA), November 19, 2001 (49 U.S.C. §§ 114(n), 40122, 44935, and 44935 note)
- B. Department of Homeland Security (DHS) MD 3130.2, Employee Details

4. **DEFINITIONS**:

- A. <u>Detail</u>: A documented temporary assignment of duties, other than those of the position of record, *without* any change in pay or pay band. A detail may involve temporary assignment to a position at a higher or lower pay band or to an unclassified description of duties. During a detail, the employee is still officially assigned to his/her position of record.
- B. <u>Position of Record</u>: The TSA position, as documented on the employee's most recent Notification of Personnel Action (Standard Form 50-B or equivalent) and the current job/position description (TSA Job Analysis Tool), to which the employee is officially assigned. The position of record is defined by pay band, occupational category, job series, work schedule type, and any other condition(s) that determined coverage under the TSA classification/pay system. The position of record is also the position to which the employee returns at the end of the detail or temporary promotion. A position to which an employee is temporarily detailed, acting, or temporarily promoted is *not* considered the position of record for that employee.
- C. <u>Positive Qualification Requirement</u>: Specific requirements (e.g., educational, licensure, security clearance or certification) associated with a position that an applicant must possess in order to be permanently assigned to the position.

- D. <u>Temporary Internal Assignment or Temporary Assignment</u>: The documented assignment of a TSA employee, through detail or temporary promotion, to perform the duties of a TSA position, other than his/her position of record, for a specific period of time.
- E. <u>Temporary Promotion</u>: A temporary assignment, documented through a personnel action, which places an employee in a position at a higher pay band than his/her position of record <u>and</u> provides the employee with the higher pay associated with the temporary assignment. At the end of a temporary promotion, the employee is returned to his/her position of record and former pay level.
- F. <u>Unclassified Description of Duties</u>: A general description of job tasks or duties for which no specific occupational series or pay band determinations have been made; generally intended for use for a short time until a complete job description (TSA Job Analysis Tool) can be developed.

5. RESPONSIBILITIES:

- A. Supervisors and managers are responsible for determining how best to meet their organization's temporary workforce needs, e.g., through redistribution of assignments among permanent employees, details, temporary promotions, temporary appointments, and/or other options. Supervisors and managers are responsible for determining the circumstances under which details and temporary promotions will be used, the duration of these temporary internal assignments (in accordance with the provisions of this directive), and whether or not an employee who is temporarily assigned to a higher banded position will be paid at the higher pay band (temporary promotion versus detail).
- B. Supervisors and managers are also responsible for ensuring that temporary internal assignments (details and temporary promotions) within their organizations are promptly and properly documented in accordance with this directive. In all cases, managers should consider budgetary implications and the needs of the organization as well as impact on individual employees.
- C. The Office of Human Capital (OHC), TSA employees with Human Resources responsibilities, and organizations with whom TSA has contracted to provide Human Resources services, are responsible for ensuring that the provisions of this directive are carried out in processing personnel actions for temporary internal assignments in their area of responsibility.

6. POLICY:

- A. Using Temporary Internal Assignments:
 - (1) Temporary internal assignments are intended to help meet urgent and/or temporary work load or mission changes, such as an immediate shortage of personnel, a special project/task force, or other exigencies.
 - (2) If the changes are expected to become permanent, temporary internal assignments may fill the gap initially but a long-term solution should be sought and implemented in time to meet the limitations established in this directive.
 - (3) The following factors should be carefully considered in managing temporary internal assignments:

- (a) If a reemployed annuitant is assigned to a position for which a dual compensation (salary offset) waiver has been approved, a temporary internal assignment to other duties would constitute a change in assignment requiring TSA to terminate the waiver, and the annuitant would have his/her salary offset by the annuity;
- (b) While on temporary internal assignment, the employee's permanent position of record is still retained-- this affects Full Time Equivalent (FTE) allocations and related funding;
- (c) An employee on a temporary internal assignment may still be asked (or feel pressured) to perform the work of his/her position of record in addition the duties of the temporary internal assignment, which can affect employee productivity and morale;
- (d) Some employees may perceive noncompetitive assignments as providing special opportunities to a select few to learn new skills and/or demonstrate their capability;
- (e) Details can result in assigning employees to carry out work they are not fully qualified to perform;
- (f) Experience gained while on a temporary internal assignment may be credited as qualifying experience when the employee applies for other positions when in fact he/she may have performed only some of the duties normally associated with the position; and
- (g) It is not good management practice to have employees performing duties outside the scope of their performance appraisal, and/or which would normally be valued at either a higher or lower pay band level, for an extended period of time.
- B. Temporary Assignments to non-TSA Entities: Most details to other DHS components or to other Federal agencies will require a reimbursable agreement and will often require approval from other organizations (e.g., the DHS Chief Human Capital Officer). Details to non-Federal entities and international organizations also require specific approvals and agreements between the parties involved. The provisions of this directive apply only to temporary internal assignments within TSA; the provisions of DHS MD 3130.2; Employee Details and <a href="https://dx.doi.org/TSA MD 1000.2, Interagency Agreements must be applied to any proposed temporary assignment of a TSA employee to another DHS component, Federal agency or other organization/entity.

C. Eligibility for Temporary Internal Assignments:

- (1) All permanent TSA employees are eligible for details and temporary promotions.
 - **Note:** TSA MD 1100.30-14, *Post-Appointment Movement Restrictions* restricts promotion or reassignment (but not detail) of employees until they have been employed by TSA for at least ninety (90) days.
- (2) As noted in Section 2 (Scope) this directive applies only to TSA employees on permanent appointments. In the case of temporary employees (i.e., employees serving on appointments with a not-to-exceed date), assignments to alternative duties should be documented through a different temporary appointment, rather than a detail or temporary promotion.

- (3) A reemployed annuitant serving in a position for which a dual compensation waiver (salary offset) has been approved may not be given a temporary internal assignment since such an assignment would conflict with the waiver's parameters (see Section 6A(3)(a)).
- (4) Managers and supervisors have sole discretion to decide whether or not a temporary internal assignment will be initiated and if so, when, and which type (detail versus temporary promotion) will be used.

D. Qualification Requirements:

- (1) Details: Because details do not involve a change in pay, an employee is not required to meet the minimum qualification requirements of the position for a detail. However, any positive qualification requirements, or other minimum requirements necessary to carry out the duties of the detail (such as initial certification required to perform the duties of a Transportation Security Officer), must be met prior to the start of a detail.
- (2) Temporary Promotions: Before being temporarily promoted, an employee must meet all minimum qualification requirements of the position, as well as any positive qualification requirements.

7. PROCEDURES:

- A. Effecting and Tracking Temporary Internal Assignments:
 - (1) Details: The office to which the employee is permanently assigned (the "losing" office) is responsible for initiating and terminating details through use of an e*SF*-52 (see Section 7C). The losing office is responsible for tracking the employee's detail and extending and/or terminating the action in a timely manner.
 - (2) Temporary Promotions: The office in which the employee is going to perform the work on temporary promotion (the "gaining" office) is responsible for initiating and terminating temporary promotions through the use of an *eSF-52* (see Section 7 C). Both the losing and gaining office are responsible for tracking temporary promotions to ensure that extension and/or termination actions are submitted and processed promptly. This is especially critical to prevent unnecessary overpayment situations which can occur when a temporary promotion is not terminated promptly.

B. Limitations on Temporary Internal Assignments:

- (1) Details to positions at the <u>same</u> pay band:
 - (a) Initially may be made either competitively or non-competitively 1 for up to one (1) year; and

¹Unless competitive requirements are specifically required, the selecting official may, at his/her discretion, choose whether or not to apply competitive procedures. If competition is required or elected for a temporary internal assignment, the competitive selection process found in <u>TSA MD 1100.30-4</u>, <u>Permanent Internal Assignments</u>, must be followed. Competitive requirements will be considered satisfied if the employee meets the provisions for an exception to competitive procedures found in Section 6A of TSA MD 1100.30-4. When competitive procedures are used, the vacancy announcement can include a statement that the detail (or temporary promotion) may be made permanent without further competition (this

- (b) *May* be extended either competitively or non-competitively for up to one (1) additional year for a **total maximum of two (2) years**, but *only* when:
 - (i) there are documented critical business needs; and
 - (ii) with approval from the Federal Security Director (FSD) for airport employees, the Special Agent in Charge (SAC) for Office of Law Enforcement/Federal Air Marshal Service (OLE/FAMS) employees, or from the management official designated by the Assistant Administrator (AA) or Office Director (OD) for employees in organizations other than airport or OLE/FAMS operations.
- (2) Details to positions in a <u>lower or higher pay</u> band should be kept to the shortest possible period of time because the duties being performed are not comparable to the employee's current pay level. Therefore, these details:
 - (a) Initially may be made either competitively or non-competitively² for a maximum of six (6) months; and
 - (b) *May* be extended either competitively or non-competitively for up to six (6) additional months for a **total maximum of one (1) year,** but *only* when:
 - (i) The critical business needs necessitating the action are documented; and
 - (ii) With approval from the FSD for airport employees, the SAC for OLE/FAMS employees, or from the management official designated by the AA or OD for employees in organizations other than airport or OLE/FAMS operations.
- (3) Details to an <u>unclassified description of duties</u> should be necessary only as an interim measure until a job description can be developed and classified; therefore these details are expected to be of very short duration (i.e., generally no more than 90 days).
- (4) Temporary promotions:
 - (a) Initially may be made either competitively or noncompetitively ³ for a maximum of six (6) months; and
 - (b) *May* be extended for up to 18 additional months for a **total maximum of two (2) years**, but *only* after:
 - (i) Competitive requirements⁴ have been met; and

does not apply in the case of a detail to unclassified duties, since a specific position must be established in order for the action to be made permanent).

² See footnote 1 above.

³ See footnote 1 above.

⁴ See footnote 1 above.

- (ii) The critical business needs necessitating the action are documented; and
- (iii) With approval of the FSD for airport employees, the SAC for OLE/FAMS employees, or from the management official designated by the AA or OD for employees in organizations other than airport or OLE/FAMS operations.

C. Documenting Temporary Internal Assignments:

- (1) <u>Details</u> will be processed through submission of the following documentation to be filed in the employee's Official Personnel Folder (OPF):
 - (a) Details of 30 days or more:
 - (i) Initial Action:
 - a. An electronic *Request for Personnel Action*, *eSF-52*. Use Nature of Action Code (**NOAC**): **922**, Detail NTE (Enter Date); Code: ZVC; Legal Authority: Public Law 107-71; and
 - b. A signed TSA Form 1160, <u>Terms and Conditions for Temporary Internal Assignment--Detail</u> that states the conditions of the assignment; and
 - c. A copy of the appropriate Job Document or description of duties.
 - (ii) Extension Action: An *eSF-52*. Use **NOAC 923**, Extension of Detail NTE (Enter Date); Code: ZVC; Legal Authority: Public Law 107-71.
 - (iii) Termination Action: An *eSF-52*. Use **NOAC 924**, Termination of Detail NTE (Enter Date); Code: ZVC; Legal Authority: Public Law 107-71.

Note: A *Notification of Personnel Action, SF-50* is not generated for detail assignments.

- (b) Details for **less than 30 days**:
 - (i) A signed TSA Form 1160, <u>Terms and Conditions for Temporary Internal</u>
 Assignment Detail, that states the conditions of the assignment; and
 - (ii) A copy of the Job Document or description of duties.
- (2) <u>Temporary promotions</u>, regardless of length, will be processed by submitting the following documentation:
 - (a) Initial Action:
 - (i) An *eSF-52*. Use **NOAC 703**, Promotion NTE (Enter Date); Code: ZLM; Legal Authority: Public Law 107-71; and
 - (ii) A signed TSA Form 1159, <u>Terms and Conditions for Temporary Internal</u>
 <u>Assignment Temporary Promotion</u>, that states the conditions of the assignment; and

- (iii) A copy of the Job Document.
- (b) Termination Action An *eSF52*. Use **NOAC 713**, Change to Lower Grade, Level, Band; Code: ZLM; Legal Authority: Public Law 107-71.

Note: An *SF-50* is generated for temporary promotion and termination of temporary promotion actions.

D. Related Considerations: Temporary internal assignments that last more than 90 days may require documentation for performance appraisal purposes. See <u>TSA MD 1100.43-1</u>, <u>Performance Accountability and Standards System (PASS)</u> and <u>TSA MD 1100.43-2</u>, <u>Performance Management System</u>, for more information on these requirements. A temporary internal assignment of a Transportation Security Officer (TSO) may adversely affect the ability of that officer to meet certification/recertification requirements. See appropriate policies such as <u>TSA MD 1900.8</u>, <u>Transportation Security Officer Training and Initial Certification Programs</u> for more information.

E. Salary and Related Costs:

- (1) Setting Salary at Onset of Assignment:
 - (a) Details: Employees on detail continue to earn the same salary as that of their position of record, even if they are detailed to a position in a different location or which is classified at a higher pay band. However, the experience they gain while on the detail can be considered as qualifying experience for other positions.
 - (b) Temporary Promotions: Salary increases due to a temporary promotion will be set in accordance with <u>HCM Letter No. 531-2</u>, *Policy on Setting Pay for Promotions and In-Position Increases*.
- (2) Costs: Generally, the gaining office is responsible for the employee's salary and travel expenses, if any, associated with a temporary assignment. Unless other arrangements are made between the two offices, the gaining office should take responsibility for entering the employee's time and attendance into the appropriate system(s) during the detail, charging their time to the budget code(s) for their organization based on the work the employee is performing on the assignment. Funding arrangements should be agreed upon prior to the assignment being effected.
- (3) Travel Expense Reimbursement: If the temporary internal assignment is to a different duty station than the employee's position of record, he/she may be entitled to some travel expense reimbursements in accordance with applicable TSA policy, which may vary depending on the length of the assignment. Additionally, there may be tax implications. Therefore, coordination with the TSA Office of Financial Management is critical prior to the outset of the assignment to ensure that all benefits are understood and not compromised.

F. Trial periods:

- (1) Basic Trial Periods: Temporary internal assignments do not extend the basic trial period that an individual serves upon entering TSA employment.
- (2) Supervisory or Managerial Trial Periods:
 - (a) If an employee serving in a supervisory or managerial trial period is temporarily assigned from that position to a non-supervisory or non-managerial position, the supervisory or managerial trial period is suspended until the employee is returned to the position of record, at which point the trial period resumes.
 - (b) If the temporary internal assignment is to another supervisory or managerial position, the supervisory or managerial trial period continues and the time in the temporary internal assignment is credited toward completion of the required trial period.

Note: See <u>TSA MD 1100.31-1</u>, *Trial Periods*, for additional information on temporary internal assignments and trial periods.

G. Termination of Temporary Internal Assignments:

- (1) A temporary internal assignment may be terminated at any time at the discretion of management. The employee is not entitled to advance notice or written notice. The duration of temporary internal assignments, termination of a temporary internal assignment, and the decision to use a temporary promotion versus a detail are not appealable or grievable.
- (2) Upon termination or expiration of the temporary internal assignment, the employee will be returned to his/her position of record, or reassigned to another position in accordance with the provisions of <u>TSA MD 1100.30-4</u>, *Permanent Internal Assignments*, before any other personnel actions are processed, unless one of the following exceptions applies:
 - (a) If an employee dies while serving on a temporary promotion, the temporary promotion will NOT be terminated prior to processing the separation (death) action (this will result in the employee being separated at the higher pay rate associated with the temporary promotion); or
 - (b) If a temporary promotion is terminated due to a job-related injury, the Department of Labor, Office of Workers' Compensation considers the employee's rate of pay to be whatever the employee was receiving at the time of the injury.

H. Setting Pay at the End of the Assignment:

- (1) Details: When a detail expires or is terminated, the employee's pay remains unchanged.
- (2) Temporary Promotions: When a temporary promotion expires or is terminated, the employee's pay is set in accordance with the provisions of <u>TSA MD 1100.53-1</u>, <u>Setting Pay Upon Demotion</u>.

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

APPROVAL

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03/07/2007

Date

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