



**TSA MANAGEMENT DIRECTIVE No. 1100.31-1  
TRIAL PERIODS**

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

*NOTE: Pursuant to Section 101 of the Aviation and Transportation Security Act (49 U.S.C. 114(n)), this directive and all related Handbooks, Attachments, and Appendices establish Transportation Security Administration (TSA) policy and must be applied accordingly.*

**REVISION:**

This revised directive supersedes TSA MD 1100.31-1, *Trial Periods*, effective December 10, 2020.

**SUMMARY OF CHANGES:**

Section 4, Definitions, added Security Support Assistant; revised definition of Supervisory Position. Section 6, Policy, changed basic trial period from two years to one year for all employees; added a statement regarding employees who transfer from another federal agency that has a probationary or trial period of more than one year; added a note stating that time spent serving in the Security Support Assistant (SSA) position will not count towards the basic trial period should the SSA convert to a permanent position. Section 7, Procedures, removed statement that an employee cannot be terminated during the second year of the trial period for matters related to approved absences; clarified that the notice of termination does not contain charges or specifications and is issued through a decision document (no related proposal); clarified that notices are issued by the employee's supervisory chain; deleted references to TSA MD 1100.77-1, *OPR Appellate Board*. Section 8, Approval and Effective Date, updated point of contact. Administrative changes throughout the directive.

**1. PURPOSE:**

This directive provides TSA policy and procedures for the basic trial period and the supervisory trial period.

**2. SCOPE:**

This directive applies to all TSA employees who are on permanent appointment without time limitations. This directive also applies to all organizational elements except Transportation Security Executive Service (TSES) employees and political appointees who are covered by [TSA MD 1100.30-24, \*Transportation Security Executive Service Program\*](#), and related [Handbook](#) and [TSA MD 1100.30-22, \*Political Appointments\*](#), respectively.

**3. AUTHORITIES:**

A. Aviation and Transportation Security Act, Pub. L. 107-71 (ATSA)

**4. DEFINITIONS:**

A. Basic Trial Period: A period of time during which a supervisor assesses new employees to ensure that their performance and conduct are at a satisfactory level for continued employment.

- B. Break in Service: A period of time during which an employee is not employed by a federal agency. For purposes of this directive, a break in service is a separation from federal employment of more than three calendar days.
- C. Federal Employment: Service in a permanent (not a temporary or time-limited appointment) position within any federal agency which includes executive agencies under the provisions of 5 U.S.C. § 105, the United States Postal Service, or the Postal Rate Commission.
- D. Positions in the Same or Similar Line of Work: Positions that would be classified in the same occupational series and require substantially the same or similar qualifications. If the difference between the positions is that one has supervisory responsibilities, or is performed with more or less independence, but the positions otherwise require substantially the same or similar qualifications, the positions are in the same or similar line of work.
- E. Probationary Period: A period in the competitive service equivalent in purpose to TSA's basic trial period.
- F. Security Support Assistant (SSA): A temporary (not to exceed one year, with a possible one-year extension) TSA employee occupying a position within the D-band, 1801 series.
- G. Supervisory Position: For the purposes of this directive, a position occupied by a TSA employee who has the authority to hire, direct, assign work, promote, reward, reassign, approve leave, furlough, layoff, recall, suspend, discipline, or remove employees.
- H. Supervisory Trial Period: A period of time during which a new supervisor is assessed to ensure that their performance and conduct are at a satisfactory level for continued employment in the supervisory position.
- I. Transportation Security Officer (TSO): A TSA employee occupying a position within the 1802 series: TSO, Lead TSO, Supervisory TSO, Master TSO, and Expert TSO.
- J. Veterans' Preference Eligible: An individual who meets the requirements for veterans' preference as defined in 5 U.S.C. § 2108.

## 5. RESPONSIBILITIES:

- A. Human Capital (HC) is responsible for:
  - (1) Determining at the time of appointment whether an employee is subject to serving a basic trial period and/or a supervisory trial period; and
  - (2) Providing advice on matters relating to this directive.

B. Supervisors are responsible for:

- (1) Evaluating an employee's performance and conduct during the basic trial period and/or supervisory trial period;
- (2) Initiating action under the provisions of Section 7.B of this directive to terminate the employee's employment if at any point during the basic trial period the supervisor determines an employee's performance or conduct is not satisfactory for continued employment. For TSOs, the termination letter must be signed by an official with "FSD" in their title who is at the J-Band level or above; and
- (3) Initiating the appropriate action under the provisions of Section 7.D.(2) of this directive for an employee serving a supervisory trial period whose performance or conduct is not satisfactory. For Supervisory TSOs, the action must be taken by an official with "FSD" in their title who is at the J-Band level or above.

**6. POLICY:**

A. Basic Trial Period:

- (1) Persons entering TSA employment on an appointment without time limitations must serve a basic trial period unless the employee has previously met the requirements for serving a basic trial or probationary period as provided in this directive.
- (2) A full-time or part-time employees' basic trial period (whether or not the employee is veteran's preference eligible) shall be one year from the effective date of their appointment except as provided below:
  - (a) Intermittent employees must complete 2,080 hours in a pay status. The calculation for completion of the basic trial period for intermittent employees is determined by the number of hours worked and not by the employees' length of years of service.
  - (b) The TSA Administrator, or designee, may authorize basic trial periods of up to three years for groups of positions when it is determined that a one-year basic trial period is not adequate to evaluate employees. The basic trial period remains one year for any veterans' preference-eligible employee assigned to an impacted position. If an employee attains veterans' preference eligibility while serving a basic trial period of more than one year, the basic trial period is immediately reduced to one year.
  - (c) Employees appointed to TSA who have previously completed one year of permanent, continuous federal employment with another federal agency that requires a one-year probationary period or trial period are considered to have met the requirement for serving a basic trial period and will not be required to serve another basic trial period with TSA. The completion of the employee's

probationary or trial period is verified or confirmed by HC.

- (d) Employees appointed to TSA who have previously completed one year of permanent, continuous federal employment with another federal agency that requires more than one-year probationary period or trial period are considered to have met the requirement for serving a basic trial period and will not be required to serve another basic trial period with TSA.
- (e) An employee serving in a permanent, federal position with another federal agency who has not completed one year of permanent federal employment and is appointed to TSA from that employment without a break in service will have the period of previous permanent federal employment credited toward completion of the TSA basic trial period.
- (f) A TSA employee, converted without a break in service from a temporary or time-limited appointment to a permanent position within TSA, will have the time served in the preceding temporary or time-limited appointment counted towards completion of the basic trial period, but only if the positions are in the same or similar line of work.

**NOTE:** Time spent serving in the SSA position will not count towards the basic trial period should the SSA convert to a permanent position.

- (g) Temporary time worked outside of TSA will not be credited towards completion of the basic trial period.
- (3) An employee who has a break in service before completing a basic trial period must begin a new basic trial period upon appointment to a position requiring a basic trial period.
  - (4) Absence from duty for military service or because of a compensable work-related injury does not extend the basic trial period. The time in non-pay, non-duty status due to military service or a compensable work-related injury is credited toward completion of the basic trial period as though the employee had remained in a paid status.
  - (5) Except as provided in Section 6.A.(4) of this directive, time in a non-pay status during the basic trial period that exceeds 22 workdays during a one-year basic trial period, extends the basic trial period by an equal amount of time.
  - (6) A detail or temporary promotion to another position, either within or outside TSA, does not affect the basic trial period; the time spent on detail or temporary promotion is credited toward completion of the basic trial period.
  - (7) If during the basic trial period an employee moves without a break in service to a different TSA position, they continue the basic trial period with the time in the

preceding position credited toward completion of the basic trial period.

- (8) An employee who has completed a basic trial period with TSA will not be required to complete another basic trial period upon appointment to a different position.

**B. Supervisory Trial Period:** The supervisory trial period provides TSA with an opportunity to assess a new supervisor's performance and conduct. The supervisory trial period is separate from the basic trial period discussed in Section 6.A. of this directive.

- (1) The supervisory trial period is one year and begins upon permanent appointment to the supervisory position.
- (2) A new supervisory employee, subject to both a supervisory trial period and a basic trial period, will serve both trial periods concurrently.
- (3) A TSA employee permanently assigned to a supervisory position must complete a supervisory trial period if the employee has never completed a supervisory trial or probationary period at TSA or through other federal employment.
- (4) An employee who has completed a supervisory probationary or trial period through other federal employment, or has served more than one year in federal employment as a supervisor, is not required to complete a supervisory trial period at TSA.
- (5) A federal supervisory employee who transfers to TSA and has served less than one year in a supervisory position must serve a new one-year supervisory trial period. A current TSA employee serving a supervisory trial period will have their time served in the previous federal supervisory position credited towards the completion of their supervisory trial period.
- (6) Absence from duty due to military service or a compensable work-related injury does not extend the supervisory trial period; the time in a non-pay, non-duty status due to military or compensable work-related injury absence is credited toward completion of the supervisory trial period as though the employee had remained in a paid duty status.
- (7) Except as provided in Section 6.B.(6) of this directive, service in a non-pay status during the supervisory trial period that exceeds 22 workdays extends the supervisory trial period by an equal amount of time.

## **7. PROCEDURES:**

**A. Actions During the Basic Trial Period:**

- (1) The employee's supervisor must assess the employee's performance and conduct during the basic trial period. At regular intervals during the basic trial period (generally every three months), the supervisor should document and discuss the employee's performance and conduct with them as well as counsel the employee in

any areas that need improvement. For additional information, refer to [TSA MD 1100.43-3, \*Employee Performance Management Program\*](#), or [TSA MD 1100.43-4, \*Transportation Officer Performance System\*](#), where appropriate.

**NOTE:** The failure of a supervisor to perform one or more of these reviews does not prevent TSA from terminating an employee whose performance or conduct is not acceptable.

- (2) Any time an employee's performance or conduct is unacceptable during the basic trial period, the supervisor must immediately determine the appropriate action such as counseling, additional training, or if warranted, termination of the employee's employment. Supervisors must not wait until the end of the basic trial period to terminate an employee's employment if it is determined earlier that the employee should not be retained.

B. Termination of Employee During the Basic Trial Period:

- (1) At any point during the basic trial period when an official in the employee's supervisory chain determines that an employee's performance or conduct is unacceptable, they may initiate termination. The notice of termination must be in writing and reviewed by an HC Employee Relations specialist prior to issuance. Additionally, Chief Counsel may perform a legal sufficiency review of the notice of termination. For TSOs, the termination letter must be signed by an official with "FSD" in their title who is at the J-Band level or above. For non-TSOs, the termination letter must be signed by an official in the employee's supervisory chain who is not serving a trial period.

**NOTE:** Employees terminated during their trial period do not have appeal rights to the Merit Systems Protection Board (MSPB) or grievance rights under [HCM 771-4, \*National Resolution Center\*](#), or its related [Handbook](#) with regard to their termination.

- (2) The notice of termination will include a brief narrative description (i.e., no charge(s) or specification(s) are used) of the underlying reason(s) for the action and the effective date as described in Section 7.B.(3) of this directive. The notice of termination is a decision document (so there is no associated proposal notice). The employee has no right to reply to the termination notice.
- (3) Supervisors must be aware of the basic trial period end date when setting the effective date of a trial period termination to avoid the possibility of effecting the termination after the basic trial period is completed. The notice of termination should be issued to the employee at least one day before the end of the basic trial period. If the notice of termination is not delivered and effected until the day the basic trial period ends, the notice must reflect that the action is effective immediately upon receipt or is effective at an identified time before the employee completes their scheduled tour of duty on that date.

- (a) For example, the employee's basic trial period ends on Friday, May 14. The termination notice should be issued on May 13, reflecting that the action is effective immediately or that the action is effective before the employee completes their scheduled tour of duty on May 14. If the termination notice is not issued until Friday, May 14, the termination notice must either be effective immediately upon receipt or before the employee completes their tour of duty on May 14.
- (b) If the basic trial period ends on an employee's scheduled regular day off (RDO), the termination notice must be issued to the employee and effected before they complete their scheduled tour of duty on the employee's last day of duty prior to the RDO. If the notice is issued upon the employee's return to duty or after the employee completes their scheduled tour of duty prior to the RDO, the basic trial period has been completed and the notice is invalid. Management may still take the action, however, the provisions of [TSA MD 1100.75-3, \*Addressing Unacceptable Performance and Conduct\*](#), and related [Handbook](#) would apply.

**NOTE:** Supervisors must not set the effective time of the termination beyond the employee's scheduled tour of duty. Supervisors must also be mindful of an employee's leave and work schedule to avoid effecting a termination after the basic trial period is completed.

C. TSA will use the same procedures for terminating employees during the basic trial period whether the action is based on conditions that arose before the appointment or based on unacceptable performance or conduct during the basic trial period. The procedures are in Section 7.B. of this directive.

D. Supervisory Trial Period:

(1) Effect of Position Changes:

- (a) If an employee serving a supervisory trial period is detailed or temporarily promoted to a non-supervisory position or duties, the supervisory trial period is suspended until the detail or temporary promotion ends. The supervisory trial period resumes when the employee returns to the supervisory position.
- (b) If an employee serving a supervisory trial period is detailed or temporarily promoted to another supervisory position or duties, the supervisory trial period continues and the time served under the detail or temporary promotion is credited toward completing the supervisory trial period. Refer to [TSA MD 1100.30-1, \*Temporary Internal Assignments \(Details and Temporary Promotions\)\*](#), for additional information on details and temporary promotions.
- (c) If an employee serving a supervisory trial period is permanently assigned to another supervisory position, the supervisory trial period continues as

scheduled with time already served credited to the new position's supervisory trial period.

- (d) If an employee serving a supervisory trial period is permanently assigned to a non-supervisory position, or has a break in service before completing the supervisory trial period, they must begin a new supervisory trial period upon any later appointment to a supervisory position. Time previously served as a supervisor during an incomplete supervisory trial period does not count toward completion of the new supervisory trial period.
  - (e) If a TSA employee serving in a supervisory position on a detail or temporary promotion is permanently assigned to a supervisory position after the detail or temporary promotion, the service under the detail or temporary promotion is credited toward completion of the supervisory trial period.
- (2) Actions During the Supervisory Trial Period:
- (a) The management official overseeing the supervisor must assess the employee's performance and conduct during the supervisory trial period. If warranted, the management official should provide coaching or training, or otherwise assist the employee with needed corrections or improvements.
  - (b) Management officials overseeing employees serving a supervisory trial period should document discussions and any corrective and/or remedial actions taken with respect to the employee's supervisory performance and/or conduct during the supervisory trial period.
  - (c) A TSA employee permanently assigned to a supervisory position whose performance or conduct does not warrant retention in the supervisory position must be returned to their former position or placed in another non-supervisory position that is not below the pay band of the former position.
  - (d) Return to/Placement in Non-Supervisory Position: If it is determined that an employee serving a supervisory trial period should not be retained in the supervisory position, an official in the employee's supervisory chain must provide a written notice to the affected employee of the determination. For Supervisory TSOs, the action must be taken by an official with "FSD" in their title who is at the J-Band level or above. For supervisors who are non-TSOs, the action must be taken by an official in the employee's supervisory chain who is not serving a trial period. The notice should contain a brief narrative description (i.e., no charge(s) or specification(s) are used) of the action being taken (e.g., placement or assignment to a non-supervisory position), the effective date of the action, and the reason(s) for the action. The notice is decision document (so there is no associated proposal notice), and the employee has no right to reply. The notice must be delivered to the employee at least one business day before the effective date of the action and must be

effected before the end of the supervisory trial period. This determination is not appealable to the MSPB or grievable under [HCM 771-4](#), and related [Handbook](#).

**NOTE:** Nothing in this directive precludes taking disciplinary or adverse action, up to and including removal, against an employee serving a supervisory trial period, if warranted. In such cases, appropriate procedures will be followed. Refer to [TSA MD 1100.75-3](#) for additional information.

- (e) If the supervisory position was the employee's first and only TSA position, the employee would be terminated. However, if the identified deficiencies in performance and/or conduct are limited to the performance of supervisory functions, a determination may be made to reassign the employee to a vacant, non-supervisory position in accordance with the provisions of [TSA MD 1100.30-4, \*Permanent Internal Assignments\*](#), and the related [Handbook](#). The employee is subject to the requirements of the basic trial period in Section 6.A above.

**8. APPROVAL AND EFFECTIVE DATE:**

This directive is approved and effective the date of signature, unless otherwise specified.

**APPROVAL**

\_\_\_\_\_  
Patricia Bradshaw  
Assistant Administrator for  
Human Capital

\_\_\_\_\_  
Date

**EFFECTIVE**

\_\_\_\_\_  
Date

Distribution: All TSA Employees  
Point-of-Contact: ServeU Helpdesk: [HC-ServeU@tsa.dhs.gov](mailto:HC-ServeU@tsa.dhs.gov)