

## **CONDITIONS OF EMPLOYMENT**

### **General**

The DIA mission is one of paramount importance to the security and defense of the United States. As a key component of the U.S. Intelligence Community, the Agency is primarily responsible for meeting the foreign military and military-related intelligence requirements of the National Command Authorities (President, Vice President, National Security Council, etc.), the Secretary of Defense, the Joint Chiefs of Staff, and the Unified & Specified Commands worldwide. Employment with the Agency presents a unique opportunity to personally contribute to the national defense and provides exceptionally challenging career opportunities which few other employers in Government or the private sector can match.

Because of the unique nature of the mission, all civilian positions have been designated special sensitive requiring that employees meet the rigid security and suitability standards for access to Sensitive Compartmented Information. The mission of the Defense Intelligence Agency thus requires special employment criteria which exceeds the employment standards of many other Government departments and agencies, criteria which mandates that employees meet and maintain the highest levels of personal honesty and integrity.

Accordingly, you should be aware that, as an applicant to and prospective employee of the Agency, the following special employment criteria are governing for initial and continued employment in the Defense Intelligence Agency.

### **Initial Employment**

Initial employment with the Defense Intelligence Agency is subject to:

1. Completion of a satisfactory personnel security background investigation or reinvestigation to insure compliance with the Agency's special employment criteria. This investigation will include verification of experience, education, and personal history to insure an applicant is eligible for access to Sensitive Compartmented Information by meeting the following criteria:

a. The person's character, conduct, and discretion must be above reproach and he/she must have unquestioned loyalty of the United States.

b. The person and members of his/her immediate family shall be U.S. citizens.

c. Marriage to or cohabitation with a foreign national will preclude employment with DIA.

d. No members of the person's immediate family and no one to whom he/she may have ties of affection, kinship, or obligation shall be of dubious loyalty to the United States nor be a citizen and resident of a foreign country.

2. Any required medical examination.
3. Personal interviews.
4. Any required counterintelligence-scope polygraph examination.

5. Satisfactory completion of a urinalysis test to screen for illegal drug use. Applicants who refuse to be tested shall not be extended an offer of employment. In the event a positive test result is obtained, applicants will have the opportunity to submit medical documentation that may support a legitimate use for a specific drug; such information will be reviewed only by the Medical Review Official to determine whether the applicant is legitimately using an otherwise illegal drug.

6. Such other procedures deemed necessary to assure that the Agency's security, suitability, and overall qualifications standards are met.

All statements and claims made in employment application and security forms are subject to investigative verification. Adverse information developed or intentional/unintentional misstatement/ withholding of significant adverse information during personnel and clearance processing may preclude employment.

Employment may be denied as a result of information of which the applicant is genuinely unaware or, perhaps, by an assessment that an applicant does not meet the Agency's overall employment criteria. A negative employment determination by the Agency is final and normally no specific reasons regarding nonselection will be made.

Employment with this Agency is not a right upon which an applicant can insist. **Offers of employment are made only in writing by the civilian personnel office.**

Employees will participate in the DoD Direct Deposit/Electronic Fund Transfer of Pay (DD/EFT) Program. This payment method deposits net pay directly into the employee's account of choice at their designated financial institution. DD/EFT enrollment is required within the first 60 days of employment for all new DoD employees, including those previously employed by DoD.

Employment with the DIA is restricted to an appointment in the Excepted Service under the Agency's civilian personnel legislation: 10 U.S.C. 1604 (10 U.S.C. 1601 for DISES appointments). Federal employees currently serving in the Competitive Service will voluntarily leave the Competitive Service by accepting employment with DIA.

### **Continued Employment**

Continued employment with the Defense Intelligence Agency is subject to:

1. **SECURITY:**

- a. Although individuals may be conditionally appointed prior to completion or updating of a full personal history background investigation, continued employment with the Agency is contingent upon

satisfactory completion of an investigation, the results of which fully meet the Agency's special employment criteria. All employees are subject to satisfactory completion of periodic reinvestigations and a continuing life style in conformity with applicable national, DoD, and DIA directives. Any unfavorable information developed during an investigation or other official inquiry may result in termination of employment in accordance with established procedures.

b. Employees must keep the DIA Security Office apprised of:

(1) Any significant changes in personal status that could affect their eligibility for access to Sensitive Compartmented Information.

(2) Any travel to a foreign country. Employees must report all foreign travel, official and unofficial, in advance of the travel and agree to forego personal unofficial foreign travel when it is deemed by Agency approving authorities to constitute a hazard to national security.

(3) Any contact with citizens of a hostile country.

(4) Any arrest or court actions other than minor traffic violations.

(5) Any change in marital status. If, following employment, an employee marries (or cohabits with) a foreign national, termination of employment may be effected.

(6) Any bankruptcy, judgment, garnishment, lien, or other significant financial difficulties.

(7) Any attempt by unauthorized persons to solicit classified information.

(8) Any prolonged emotional or mental health treatment, or treatment for substance abuse.

2. **DISCLOSURE OF INFORMATION:** All employees are required to sign an agreement not to disclose, in any fashion, classified information to unauthorized persons. An agreement is also required to authorize Agency pre-publication review of certain material prior to disclosure during and after employment with the DIA.

3. **DRUG TESTING:** All employees are subject to random drug testing. Employees who refuse to be tested when so required or who are found to use illegal drugs will be subject to the full range of disciplinary action, including removal.

4. **POLYGRAPH TESTING:** Employees may be subject to a periodic counterintelligence-scope polygraph examination.

5. **TRIAL PERIOD:** All employees newly appointed to DIA are required to serve a 1 year trial period with the following exceptions: (a) employees serving on temporary appointments; however, should an employee be converted to an appointment without time limitation, a trial period is required beginning with the date of appointment conversion; (b) former DIA employees who have satisfactorily completed a 1 year trial period and who are rehired within 6 months of their date of separation or who are exercising statutory or administrative reemployment rights with DIA. During the trial period, the employee's

background, suitability and performance will be evaluated to determine fitness for continued employment with the Agency.

6. **DUTY ASSIGNMENT:** All employees are subject, with limited or no advance notice, to reassignment or detail to another position in this Agency for which they are qualified.

7. **DUTY STATION:** All employees are subject to assignment to designated work sites in the Washington metropolitan commuting area with limited or no advance notice. Further, employees may be required to serve anywhere in the world to meet the needs of the Agency as determined by the Director.

8. **DUTY HOURS:** All employees are subject to remaining available on a 24-hour basis for recall to duty, to work regular and irregular overtime, and to work uncommon tours of duty when required.

**CURRENT FEDERAL EMPLOYEES CHANGING FROM COMPETITIVE TO EXCEPTED SERVICE**

It is understood that, by accepting appointment in the Excepted Service with DIA, I am voluntarily leaving the Competitive Service.

**CERTIFICATION**

This is to certify that I have read and acknowledge the conditions of employment contained in this document.

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PRINTED OR TYPED NAME                      SIGNATURE                      DATE