## MEMORANDUM OF AGREEMENT (MOA) ON "THE WORK NUMBER FOR EVERYONE" (TWN) SERVICE

- 1. The American Federation of Government Employees (AFGE) Council 214 and the Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this MOA regarding the above subject as it applies to bargaining unit members in matters covered by the Master Labor Agreement (MLA.) The Parties further recognize and affirm that Article 33.02 of the MLA is applicable in this matter.
- 2. The U.S. Air Force has contracted their employment and salary verification process to the TALX Corporation, under "The Work Number For Everyone" (TWN) service. The TALX Corporation will not provide employment and salary information for those employees who request in writing to be excluded from the TWN service. Employees choosing to have their information blocked from the TALX Program's TWN service must send their written request to HQ USAF/DPFC, 1040 Air Force Pentagon, Washington DC 20330-1040. Employees should provide their full name, social security number and mailing address with their request to be excluded from the TWN service. Management will provide written instructions (in the publicity outlined in paragraph 3 below) explaining what information is required by HQ USAF/DPFC of the bargaining unit member who does not want to participate in the TALX Program's TWN service. A limited manual verification process for verifying employment and salary information for those bargaining unit members who decline the opportunity to participate in the TWN service will be available on a case by case basis with only limited information provided.
- 3. The Parties agree that no AFGE Council 214 bargaining unit member employment and salary information files will be provided by TALX Corporation or it's TALX Program "The Work Number for Everyone (TWN)" service, until agreement is reached by the Parties in the form of an MOA concerning implementation of this automated employment verification service. Bargaining unit employees will receive written information and have an opportunity to review information explaining the TALX Program's "The Work Number For Everyone" (TWN) service including use of the internet web site or touch tone telephone to access the TWN service prior to implementation. Implementation will proceed not earlier than 15 workdays from the signing of this MOA. Information regarding this service will be publicized by management in such forums as AFMC base newspapers. The publicity will include a statement advising that implementation of this program was negotiated with AFGE Council 214.
- 4. The Parties agree that the TWN service is dependent upon using the AFGE Council 214 bargaining unit member's social security number and that only the bargaining unit member will provide that number to verifiers, if the bargaining unit member wishes to participate in the TWN service.
- 5. The Parties agree that a salary key provided only by the AFGE Council 214 bargaining unit member is valid for only one verifier per one salary verification. The employee must establish a new Salary Key for each verifier as needed, and may have up to three Salary Keys

active at one time. If the employee has three active Salary Keys and needs to obtain another one, an active Salary Key must be canceled or used. Unused salary keys will be deleted from the TWN service system six months after initial activation.

- 6. The Parties agree that each verification whether for employment or salary information verification will be assigned a unique reference number. The reference number is issued to provide an audit trail for the verifier or a subscribing third party (e.g. loan purchaser) to reverify the original information provided by the service, when a bargaining unit member authorized a specific verifier access for employment verification or for a one-time salary verification. Subsequent calls for auditing previous verifications require the reference number provided in the initial verification, the employee's SSN and the Employer I.D.
- 7. The Parties agree that either internet web site or touch tone telephone access shall be available to all AFGE Council 214 bargaining unit members desiring to use this service during duty hours. Members shall be allowed sufficient duty time for this purpose.
- 8. The Parties agree that only the TWN Basic, Basic Plus and Full verification services will be applicable to AFGE Council 214 bargaining unit members, and the Public Assistance service will not be applicable to the members.
- 9. The Parties agree that Management will not block or place in an inactive status AFGE Council 214 bargaining unit member employment and salary information without first giving two weeks prior written notification to the member. If there is a dispute over such a blocking action, the information will not be blocked or placed in an inactive status until such dispute is resolved. If the bargaining unit member and management are not able to informally settle the dispute, the member may grieve the issue in dispute in accordance with the parties MLA, Article 6.
- 10. The Parties agree that when Management is notified of suspected violations of the confidentiality clause or other suspected misuses of information such as violations of The Privacy Act of 1974 (5 U.S.C. & 552a) as amended, by the TALX Corporation, Management will contact the appropriate Air Force contracting officer to seek enforcement or action in accordance with the contract and/or the law.
- 11. Management assures the Union that no sort of monthly reporting such as an activity report will be generated and distributed by the TALX Corporation, concerning the TWN service for the Council 214 bargaining unit, to either the employer (MAJCOMS) or to the TWN member verifiers without also providing such reports to AFGE Council 214 at the same time.
- 12. All remedies available under the MLA or 5 U.S.C. Chapter 71 are available to the Parties if either party believes that the other has failed to comply with any of the requirements of this MOA.

FOR THE UNION DATE

Monica City 4 Feb. 02 FOR MANAGEMENT DATE