

TENTATIVE AGREEMENT
BETWEEN
MCGEE AIR SERVICES, INC.
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO
REPRESENTING
AIRPORT GROUND HANDLING AGENTS

Section 1- Recognition

1. This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between McGee Air Services, Inc. (the “Company”) and the International Association of Machinists & Aerospace Workers, AFL-CIO (“IAM” or the “Union”) as the representative of the Company’s employees performing work of airport ground handling agents and/or passenger service agents, including (but not limited to) employees performing ramp services, gate services, check-in services, aircraft cabin cleaning, wheelchair services, and janitorial services.
2. “The “Company” shall mean and be limited to McGee Air Services, Inc., a separate and distinct subsidiary of Alaska Airlines. The Union agrees that it shall not argue that the Company is a single transportation system with Alaska Airlines, Horizon Air, and/or any other certificated air carrier that is a subsidiary of Alaska Air Group, Inc. or any of its subsidiaries.
3. “Ground Handling Services Contract” (“GHSC”) shall mean a contract between the Company and any air carrier pursuant to which the Company performs ground handling services for the air carrier.
4. This Agreement is applicable only to the performance of services by the Company pursuant to a GHSC. If a GHSC is in force at a particular station, then employees represented by the Union shall have the right to perform the ground handling work pursuant to that GHSC and in accordance with the terms and conditions of this Agreement.
5. In the event a GHSC is terminated, non-renewed, suspended or ceases to be in force for any other reason for any period of time, the employees covered by this Agreement shall have no rights to continue to perform or be compensated for the ground handling work in connection with that air carrier’s flight operations, including, without limitation, situations where the air carrier is Alaska Airlines, Horizon Air or a carrier operating flights pursuant to a code-share, capacity-purchase, marketing or other arrangement with Alaska Air Group, Inc. or its subsidiaries. The vendor or other entity which thereafter performs ground handling services in connection with the air carrier’s flight operations shall not be deemed a successor of the Company for any purpose.

Section 2 – Classifications & Vacancies

1. Employees covered by this agreement will be employed in the job classifications of “Agent” or “Lead Agent.” An employee must meet qualifications established, in advance, by the Company in order to be considered for a Lead Agent position. If the Company determines that two or more employees are equally qualified for a Lead Agent position, the position shall be filled by the most senior of those employees. Employees covered by this Agreement may be cross-utilized between job functions, including fleet and passenger service functions.

2. New hire employees will be considered as probationary for the first six (6) months of completed service. Probationary periods may be extended at by mutual agreement of the Company and the Union. Probationary employees may be severed from the Company without cause and without notice at the sole discretion of the Company.
3. Once an employee has completed his or her probationary period, the employee is eligible to bid for a posted Agent vacancy that exists in any other Company station or bid location after the work schedule bidding procedures set forth in Article 5.2. of this Agreement have been fulfilled at that station or bid location. The Company shall post vacant Agent positions for bid by existing employees prior to filling such vacancies by hiring from those not already covered by this Agreement. Bids for such vacancies will be awarded based on Contract seniority.
4. Subject to the agreement of Alaska Airlines, IAM-represented employees of the Company will be given preferential interviews for vacancies in IAM-represented positions at Alaska Airlines (Fleet and Passenger Service) on a competitive basis before Alaska Airlines fills such vacancies off-the-street. Subject to the agreement of Horizon Air, IAM-represented employees of the Company will be given preferential interviews for vacancies in Fleet and Passenger Service positions at Horizon Air before Horizon Air fills such vacancies off-the-street.

Section 3 – Compensation & Benefits

1. The //“base” hourly wage scale for employees covered by this Agreement as described in Attachment - Base Wage Scale and shall apply as of the Effective Date hereof (as defined in Section 11 below), except for employees who exclusively perform wheelchair services. //
2. The hourly wage rates for employees who are exclusively assigned to perform wheelchair services shall be \$2.00 an hour less than the hourly wage rates for other employees covered by this Agreement, except when such employees are working in an environment where tips do not occur, are discouraged, or are prohibited, such as by the relevant airport authority or by McGee’s customers, in which case the hourly wage rates of such employees shall be the same as those for other employees covered by this Agreement.
3. Employees in the Lead Agent classification will receive an additional \$6.00 to their base rate of pay. Employees temporarily upgraded to the Lead Agent position will receive an additional \$6.00 for time worked as a lead.
4. The Company may, at its discretion, establish an initial wage scale at a particular station that is higher than the base wage scale, after meeting and conferring with the Union. If the Company does establish a higher initial wage scale, each step in the wage scale shall be increased over the base wage scale by the identical amount. For example, if the Company chose to establish an initial wage scale at a station that paid \$14.50 as the starting hourly wage instead of \$12.00, then each subsequent step on the scale would be increased by \$2.50.
5. The Company may, at its discretion, increase existing wage scales during the term of this Agreement (including during any period during which this Agreement is amendable), either at a particular station(s) or system-wide, after meeting and conferring with the Union.
6. If the Company establishes a wage scale at a particular station pursuant to subparagraphs 4 or 5 above that is higher than the base wage scale, it may not decrease that wage scale without the consent

of the Union, which consent shall not be unreasonably withheld. The Company will provide the Union with information supporting the need for the change.

7. The base wage scale will be subject to increase annually, on the anniversary of the Effective Date of the Agreement, on a per station basis.
 - a. Base Wage rates on Date of Ratification will be increased in accordance with the Base Wage described in Attachment - Base Wage Scale. Which will satisfy and take the place of the yearly base wage scale increase in 2023.
 - b. For each subsequent anniversary date of the Agreement (including during any period during which this Agreement is amendable), the base wage scale will increase based on the most recent CPI-U applicable to the station in question plus \$0.05 per hour. The increase shall be capped at three percent (3%) plus \$0.05 per hour for any given year.
8. The Company shall endeavor to negotiate a performance bonus into its contracts with customers at each of its stations, to be paid upon the Company's satisfaction of performance metrics established in those contracts, which shall be shared in by all employees at that station.

Section 4 – Benefits

1. Full-time employees, including employees who meet the criteria for full-time as defined by the Affordable Care Act (“ACA”) or other applicable law, will be eligible to elect medical coverage (covered at a minimum as would be provided under an ACA Bronze Plan or equivalent, with co-pays, deductibles, etc. as provided under Company policy).
2. The Company will establish a 401(k) for employees covered by this agreement with a Company match of 50% of employee contributions up to a maximum 6% of employee pre-tax contributions. Eligibility to participate in the 401(k) plan is governed by Company policy.
3. The Company will provide each employee covered by this agreement a Basic Life Insurance policy of \$50,000 with the premium fully paid for by the Company. Eligibility is governed by Company policy.
4. Employees will be eligible for pass privileges on Alaska Airlines and/or Horizon Air, subject to the pass travel policies of those carriers and the Company.
5. Subject to the agreement of Alaska Airlines and/or Horizon Air, employees of the Union will be furnished transportation on those carriers for purposes of conducting business relating to the Union's representation of the Company's employees at the same boarding priority as Company management.
6. Employees shall be entitled to accrue and use Paid Time Off (“PTO”) as follows:
 - a. During the first two years of employment, an employee will accrue .0347 of PTO for any and all hours worked, with a maximum accrual of 120 hours in a calendar year.
 - b. Beginning in the third year of employment, an employee will accrue .0577 of PTO for any and all hours worked, with a maximum accrual of one hundred sixty (160) hours in a calendar year.

- c. Beginning in the fourth year of employment, an employee will accrue .07 of PTO for any and all hours worked, with a maximum accrual of one hundred sixty (160) hours in a calendar year.
- d. Employees will start accruing PTO as of their date of hire and may use PTO upon successful completion of their probationary period.
- e. PTO that is accrued but unused may be carried over for use in a subsequent year. During the first two years of employment, an employee's PTO bank may not exceed one hundred and twenty (120) hours. Thereafter, an employee's PTO bank may not exceed one hundred and sixty (160) hours.
- f. An employee who leaves the Company's employ following the successful completion of probation shall receive the cash value of his/her accrued but unused PTO. An employee who leaves the Company's employ during his/her probationary period shall forfeit any accrued but unused PTO.
- g. Employees will be granted block PTO periods based on seniority.

<u>Seniority</u>	<u>Accrual Rate</u>	<u>Max Accrual</u>
<u>0-2</u>	<u>.0347/hour worked</u>	<u>120 hours</u>
<u>2-4</u>	<u>.0577/hour worked</u>	<u>160 hours</u>
<u>4+</u>	<u>.07/hour worked</u>	<u>160 hours</u>

- 7. The days listed below are considered to be holidays. An employee working on a holiday shall receive double time for all hours worked. An employee who is scheduled to work on a holiday but is told by the Company not to work that day shall be paid his/her regularly scheduled hours at straight time. An employee who is not scheduled to work on a holiday and who does not work that day shall not receive any pay.
 - a. New Year's Day
 - b. Memorial Day
 - c. July 4th
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Christmas Day
 - g. New Year's Eve

Section 5 – Hours of Service

- 1. The Company shall have the discretion to determine appropriate staffing levels at each station; the number, timing and duration of shifts; whether and to what extent to have Lead Agents; and whether and to what extent to use part-time versus full-time employees. A "full-time" employee for this purpose shall be an employee who works at least 30 hours per week on average.

2. Employees shall bid on work schedules and days off on the basis of Contract seniority. New work schedules may be created by the Company as needed and will be re-bid in the same manner. All work schedules shall contain at least two consecutive days off in a calendar week.
3. Shifts of eight (8) hours or more (including continuous shifts of scheduled work and overtime that exceed eight (8) hours) will include one (1) ten (10) minute rest period in the first half of the shift and one (1) ten (10) minute rest period in the second half of the shift, and a thirty (30) minute unpaid meal period. Employees required by leadership to give up their scheduled meal period due to operational needs will be provided one of the following as determined by mutual agreement of the employee and management:
 - a. Pay at one-and-a-half times the rate of pay for the meal period, or
 - b. Authorization to leave work thirty (30) minutes early and be paid the straight time rate of pay for the meal period.
4. During an employee's first six (6) months in a new position, the employee may be assigned to training shifts as determined by leadership. These shifts may vary by days of week, start times and work assignment/work areas based on the training needs of the employee, as determined by the Company.
5. Due to changes in the flight schedules of the Company's customers, work may not be available to employees throughout the year at particular stations. Consequently, employees may be furloughed for specified weeks or months, with the option to work at other Company stations or bid locations based on availability. Such employees shall not have the right to bump an existing employee at another Company station or bid location.
6. Except as required by law, employees who work more than forty (40) hours within one calendar week (from Monday through Sunday) will be paid at time and one-half (1.5X) their applicable wage rate for hours worked in excess of forty (40) hours, excluding hours worked due to shift and day trades. Employees may be required to work mandatory overtime based on the Company's operational requirements.
7. Employees within the same job classification may be permitted to trade work days and shifts upon written approval from management. Employees are responsible for the obligations incurred as a result of such trades, which shall not require the payment of overtime under any circumstances.

Section 6 – Seniority

1. An employee's Company seniority begins on the date the employee is placed on the payroll of the Company. Company seniority is utilized for determining pay, eligibility for benefits, and PTO accrual. An employee's Contract seniority begins on the date the employee begins working in a job classification covered by this Agreement. Contract seniority is utilized for furlough/recall and for bidding work schedules and days off. Employees with the same Contract seniority date shall have their tie broken first by their relative Company seniority date then, if the same, by the last four digits of their Social Security number with the lower number being more senior. An employee shall permanently forfeit all seniority upon severance of his employment with the Company.

2. Notwithstanding the seniority tie breaking language in paragraph 1 above, the following shall apply when the Company opens a new bid location and hires its initial employees from the previous employer's work force:
 - a. If the previous employer's work force had a seniority list, the Company will maintain the employees' previous relative seniority to break ties among employees with the same Company date of hire when first establishing their seniority.
 - b. If no seniority list existed, the Company will use the employees' hire dates at the previous employer, if such hire dates can be determined, to break ties among employees with the same Company date of hire when first establishing their seniority. Where employees had the same hire date with the previous employer, or the hire dates cannot be determined, those ties will be broken using the Social Security number method discussed in paragraph 1, above.
 - c. All initial employees hired from the previous employer shall be senior to any initial new hire employee with the same Contract seniority date who did not work for the previous employer. The relative seniority of those who did not work for the previous employer shall be established using the Social Security number method discussed in paragraph 1, above.
3. When the need arises to reduce the number of employees in any classification or bid location, employees will be subject to reduction-in-force by job classification, station, and, where applicable, bid location in reverse order of seniority.
 - a. Lead Agents reduced at a station may displace junior Agents at the same station.
 - b. Employees reduced from a station will be given the option (i) to fill a vacancy or bump the most junior person at another bid location at that station, (ii) to fill a vacancy at another station, (iii) to bump the most junior person throughout the system, or (iv) to retain recall rights at that station for a period of three (3) years or their length of service, whichever is shorter.
 - c. Employees furloughed as a result of a reduction-in-force will receive no less than fourteen (14) calendar days' notice or pay in lieu of notice. Employees will not be entitled to notice or pay in lieu of notice if the reduction-in-force is due to circumstances beyond the control of the Company, such as a war, emergency, revocation of an operating certificate, grounding of aircraft, a strike or other cessation of work.
 - d. Probationary employees affected by a reduction-in-force will be terminated rather than furloughed.
 - e. Employees on furlough shall continue to accrue Company seniority for furlough periods of up to 180 consecutive days. Employees on furlough shall retain and accrue Contract seniority until the expiration of their recall rights.
4. An employee will lose his seniority status and his name will be removed from the seniority list if he or she accepts any non-management position with the Company not covered by this Agreement; quits or resigns; is discharged for just cause; or at the conclusion of his or her recall rights following a furlough. Employees who accept a management position will retain and continue to accrue Company and Contract seniority.

Section 7 – Union Representation

1. Employees covered by this Agreement shall, as a condition of continued employment, pay or tender to the Union such dues and assessments as are uniformly required of members of the Union, starting as of sixty (60) days following the beginning of such employment.
2. Any employee who is more than sixty (60) days in arrears in the payment of dues and assessments shall be subject to discharge. When an employee becomes delinquent in the payment of dues, the Union shall notify the employee in writing that he is delinquent in the payment of dues and/or assessments and accordingly is subject to discharge. Such letter shall also notify the employee that he must remit the required payment within fifteen (15) days of the date of receipt of the notice or be subject to discharge. If the employee still remains delinquent, the Union shall notify the Company (copy to the employee) that the employee has failed to remit payment within the fifteen (15) day grace period and is therefore to be discharged.
3. The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, awards, and judgments, including court costs, which arise out of any action brought by an employee by virtue of any terms of this Section.
4. During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union covered by this Agreement, and to remit to the Union, membership dues uniformly levied in accordance with the Constitution and By-Laws of the Union and as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes an agreed-upon Check-Off Form as prepared and furnished by the Union.
5. The Company shall provide the Union with access to new employees after the hiring process for Union orientation. The Company shall electronically transmit to the Union every month a list of all employees covered by this Agreement, their stations, bid locations, job classifications, addresses and telephone numbers.

Section 8- Grievance Procedure

1. The Union may select, and designate representatives as may be necessary for representing employees and investigating grievances under this Agreement. Union Representatives and Union employees shall have access to the premises of the Company, as permitted by local airport authority regulations, for the purposes of investigating grievances or other matters directly connected with the operation of this Agreement and its procedures for the settlement of any dispute. Non-Company employee representatives and officials of the Union shall have access upon notification of local leadership.
2. At any meeting for the purpose of investigating an employee where disciplinary action is contemplated by the Company, and all stages of the grievance procedure, the employee shall be permitted to be represented by a Union representative.
3. Any employee who has completed his/her probationary period shall not be dismissed, disciplined or suspended by the Company without an investigation, just cause, and being notified in writing by the Company, with a copy to the Union within twenty (20) calendar days of any such action and reason therefor. Any grievance respecting such action by the Company shall be subject to the grievance procedure set forth in this Article. Probationary employees shall not be entitled to the use of the grievance procedure.

4. Employees withheld from service pending investigation of disciplinary charges shall suffer no loss of pay, except that employees may be suspended without pay when withheld for: (1) refusal or adulteration of a drug or alcohol test; (2) insubordination or refusal to work; or (3) failure to cooperate with an investigation. This provision does not limit the Union's right to grieve the appropriateness of the application of this provision.
5. The following procedure shall apply for the presentation and adjustment of contract related grievances and discipline.
 - a. Step One
Any employee or employees having a complaint or grievance in connection with the terms of this Agreement shall within twenty (20) calendar days of the occurrence, or twenty (20) calendar days of reasonable first knowledge thereof, present his/her claim or grievance to his/her Shop Steward and local Station Manager or Director on a standard grievance form, the parties shall meet within seven (7) calendar days, and every effort shall be made to arrive at a satisfactory adjustment of the same. The local Station Manager or Director will give his/her decision in writing to the Shop Steward and Grievant within fourteen (14) calendar days following the meeting. Should the immediate Station Manager or Director fail to respond within fourteen (14), the grievance will automatically proceed to Step 2.
 - b. Step Two
If not satisfactory settled in Step One above, the General Chair or his/her designated representative may appeal for consideration and decision to the second step hearing officer or his/her designated representative within thirty (30) calendar days of the date of the decision rendered in Step One. A meeting will be held within seven (7) calendar days and a decision rendered by the second step hearing officer or his designated representative within seven (7) calendar days.
 - c. Step Three -- System Board of Adjustment. If the grievance remains unsettled after being processed through Step Two above, the Union may appeal the dispute to arbitration before the System Board in compliance with Section 204, Title II of the Railway Labor Act, as amended, no later than thirty (30) days from the date of the Company's response unless extended by mutual agreement of the parties. The appeal shall state the name(s) of the employee(s) involved, the position of the employee or the Union, and the remedy being sought by the grievant. In the event the dispute is appealed, the Company and the Union by mutual agreement shall select a neutral arbitrator.
6. The Company and the Union each shall select one representative of their own choosing to sit with the neutral arbitrator and together with him or her shall constitute the System Board of Adjustment. Each Board member will be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the employee hereunder may be affected in any manner by any action taken by him in good faith in his capacity as a Board member. The Board will have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by this Agreement growing out of the grievances involving interpretation or application of this Agreement. Damages awarded for violations of this Agreement will be limited to actual compensation accruing from the date of violation, but in no case earlier than thirty (30) days prior to the date the grievance was filed. The Board will have no authority to award punitive

damages or other penalties or demands that go beyond, or are inconsistent with, direct compliance with the Agreement.

7. The System Board of Adjustment will meet in Seattle, Washington, unless mutually agreed otherwise. The Company and the Union agree to share equally the compensation and expenses of the neutral. Each party will assume the compensation, travel expenses and other expenses of the Board members selected by it and the witnesses called or summoned by it. The Company will provide transportation of the Board members and witnesses who are employees of the Company from the point of duty or assignment to the point at which they must appear, to the extent permitted by law.
8. Employees and the Company may be represented at the hearing by such person or persons as they may choose. Evidence may be presented either orally or in writing or both. A stenographic record of the hearing may be taken if requested by either party. The Board will hear and rule on the dispute promptly and issue a decision in writing, which shall be final and conclusive upon the Company and the Union.
9. The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union and one (1) selected for each dispute from a panel of seven (7) Arbitrators established by mutual agreement between the Union and the Company. After a panel member has served for a period of two (2) years, either party may request that such member be removed from the panel. However, a member of the panel may be removed during the term of this Agreement by mutual agreement between the parties. When a change is made, the parties will select the new panel member(s) by the same method used to select the original panel members.
10. Time limits contained herein may be extended by mutual agreement at any step. Days, as used in this Section, mean calendar days.
11. Failure of either the Company or the Union to meet any deadline established in this Section may be raised by either party as grounds for denying or granting the grievance at any step of the grievance procedure or before the System Board of Adjustment.
12. Discipline Grievances Involving Unsatisfactory Attendance
 - a. Oral, Written, or Final Warning issued to an employee for unsatisfactory attendance will be treated as automatically grieved by the employee, denied by the appropriate Company representative, and appealed to the System Board of Adjustment. All time limits will be deemed satisfied. An employee will not be required or expected to file a written grievance challenging the issuance of discipline for unsatisfactory attendance and no specific review of discipline will be contractually required.
 - b. Notwithstanding Paragraph 12.A above the union reserves the right to file a written grievance disputing any discipline based on unsatisfactory attendance, including contesting the validity of the information used by the Company in issuing such discipline. Any such grievance must be timely filed in accordance with the Grievance Procedure set forth in Section 8.5.
13. Separation of Employment for Unsatisfactory Attendance

An employee who is separated from employment for unsatisfactory attendance must timely grieve their separation pursuant to Grievance Procedure set forth in this Section 8.5. If any such grievance is appealed to the System Board of Adjustment, the termination action and any prior discipline issued to the employee for unsatisfactory attendance will be subject to review by the System Board.

14. A copy of any discipline issued to an employee will be retained in the employee's local file and a copy will be furnished to the employee's local union representative or Chief Shop Steward. An employee and/or his/her union representative, upon authorization by the employee, will be permitted to review his/her local attendance records and discipline

Section 9 – Waiver of Local Ordinances and Regulations

1. It is the intent of the parties that, to the extent permitted by law, this Agreement supersede and/or waive any local ordinances or regulations that otherwise would be applicable to the Company's employees covered by this Agreement with respect to wages, benefits, and other terms and conditions of employment.
2. A list of current local ordinances or regulations that could otherwise apply to the Company's employees and its current or contemplated operations and that are specifically superseded and/or waived by this Agreement is set forth in Exhibit A.
3. If either party wishes to add to Exhibit A other local ordinances or regulations that otherwise would be applicable to the Company's employees covered by this Agreement that may be superseded or waived by a collective bargaining agreement, the parties shall reopen this Section of this Agreement for the sole and exclusive purpose of adding such local ordinance or regulation to Exhibit A. This shall apply both to local ordinances or regulations in effect as of the Effective Date of this Agreement but not included in Exhibit A, and to those promulgated or enacted after the Effective Date of this Agreement.

Section 10 – General

1. Except as expressly restricted by this Agreement, the Company has the sole and exclusive right to manage, operate, and maintain the efficiency of the business and working forces. This includes the rights: to hire, discipline, suspend and discharge employees; to hire, promote and demote employees, and maintain discipline and efficiency in the Company's facilities; to determine where and when to operate; to determine the type and location of facilities and equipment the Company will utilize; to sell or discontinue all or part of the business; to sell or lease equipment or facilities; to determine marketing methods and strategies; to enter into affiliation or marketing agreements with other entities; and to invest (including equity investments) in other business entities including, without limitation, air carriers. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of a right, will not operate as a waiver of the Company's rights, nor preclude the Company from exercising the right in a different manner. The rights enumerated above will not be deemed to exclude other preexisting rights of management, except as expressly provided in this Agreement.
2. Employees accepting full-time employment with the IAM as a District officer, and/or other designated officers of a Local Lodge or District, or Grand Lodge staff or officer shall be granted

an indefinite unpaid leave of absence by the Company for the period so employed as long as this Union remains the exclusive bargaining agency of employees covered by this Agreement. Employees on unpaid Union leave shall continue to accrue seniority.

3. The Union and the employees will not engage in any strike, slowdown, sickout, or other job action or work stoppage, including a sympathy strike, during the term of this Agreement. The Company reserves the right to seek injunctive relief for any such violations. The Company agrees not to lock out employees during the term of this Agreement. Notwithstanding the provisions of this paragraph, employees will not be required to cross lawful picket lines in order to perform struck work.
4. The Company and the Union will comply with all applicable Federal, State, and local anti-discrimination laws in administering this Agreement. This Agreement will apply equally to all employees regardless of any protected category under applicable law, including age, citizenship, race, disability, gender, gender identity, genetic information, national origin, pregnancy, religion, sexual orientation or veteran status. It is understood that, wherever in this Agreement employees or jobs are referred to in the male gender, it shall be recognized a referring to both male and female employees.
5. It is the intent of the parties that they remain in compliance with all applicable laws and regulations to the extent such laws are not preempted and/or waived by this Agreement. In the event that it is discovered that any provision of this Agreement or any Company policy or practice which pertains to a mandatory subject of bargaining is in violation or potential violation of any applicable law or regulation, the parties will, in a timely manner, meet and confer for the purpose of curing the violation or potential violation in a way which requires the least change, disruption of the existing circumstances, and additional cost as is possible while minimizing any negative impact on the employees.
6. At its discretion, the Company may offer leaves of absence, paid or unpaid, to employees, either as a group or individually. Except as set forth in Section 10.2. of this Agreement above, employees on a leave of absence shall not accrue seniority but shall retain all previously-accrued seniority. The employee will remit applicable dues or service fees directly to the Union during his or her entire leave of absence. Medical benefits for employees will cease at the end of the month at which the leave of absence commenced.
7. Employees will be provided an annual allowance based on active service, mutually agreed upon by the Company and the Union, for the replacement of uniform items due to normal wear and tear, and for the acquisition of uniform pieces and accessory items not part of the standard uniform. An initial set of uniforms will be provided to the employee, with the cost to be borne by the Company.
8. Safety is the Company's most important priority and is the responsibility of all employees. Each employee will work in a safe manner to ensure unsafe acts or conditions are eliminated. To ensure a safe environment, employees are required to comply with the Company's safety programs, safety policies and procedures. Employees will be provided necessary safety devices, as determined by the Company. All employees are expected to immediately report unsafe conditions, equipment, tools and practices to a supervisor in the affected work area. The Company and the Union will create a joint local safety committee to address local safety issues and will participate in the applicable IAM District Lodge safety program.

9. Employees covered by this Agreement will be subject to all applicable federal, state, and local regulations and Company policies with respect to the use, possession, testing on reasonable suspicion and removal from/return to duty requirements involving the use of alcohol, illicit drugs (including marijuana), and other controlled substances. An employee with the presence of alcohol, illicit drugs (including marijuana), or non-prescribed drugs in his system at or immediately before or after work, with a confirmed, split sample positive test for alcohol, illicit drugs (including marijuana), or other controlled substances will be discharged for cause.

10. If free parking facilities are not readily available for employees at their normal work stations, the Company will pay the standard monthly parking fee charged for parking in the area designated for employees at that station.

11. All reasonable efforts will be made to allow employees to renew required airport security badges during work hours.

Section 11 – Effective Date and Duration

This Agreement shall become effective on Date of Ratification 2023 (the “Effective Date”), and shall continue in full force and effect through July 19, 2025, and thereafter until either party serves notice of intended change in accordance with Section 6, Title I of the Railway Labor Act, as amended; provided, however it is expressly and mutually agreed that in no event may such proposals for intended change be submitted or served by either party at any time prior to 180 days before the amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2023.

MCGEE AIR SERVICES, INC.

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

Justin Neff, President

Tom Regan, Airline Coordinator

Kaleb Rosa, Grand Lodge Rep

John Coveny, PDGC District Lodge 142

Jason McAdoo General Chair

Justin Bates, General Chair

EXHIBIT A

California Healthy Families Act of 2014, Cal. Labor Code § 245 *et seq.*

City of Los Angeles Living Wage Ordinance, Los Angeles Admin. Code, Sec. 10-37

City of Newark, New Jersey Sick Leave for Private Employees Ordinance, 6PSF-A(S) (2014)

New York City Earned Sick Time Act, NYC Admin. Code, Ch. 8

City of Oakland Living Wage Ordinance, Oakland Mun. Code, Ch. 2.28

City of Oakland Minimum Wage Law, Oakland Mun. Code, Ch. 5.92

City of Philadelphia Promoting Healthy Families and Workplaces Ordinance, Phil. Code Ch. 9-4100

City of San Francisco Sick Leave Ordinance, San Francisco Admin. Code, § 12.W.

City of San Francisco Minimum Wage Compensation Wage Ordinance, S.F. Admin. Code, Chapter 12P

City of San Jose Airport Living Wage and Labor Standards, San Jose Mun. Code Ch. 25.11

City of San Jose Minimum Wage Ordinance, San Jose Mun. Code Ch. 4.100

City of SeaTac Minimum Employment Standards for Hospitality and Transportation Industry Employees, SeaTac Mun. Code, Ch. 7.45

City of Seattle Paid Sick and Safe Time Ordinance, Seattle Code, Ch. 14-16

City of Tacoma Paid Sick Leave Law, Tacoma Mun. Code, Title 18

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