



**Settlement Agreement  
between  
Horizon Air Industries, Inc.  
and  
Association of Flight Attendants-CWA**

**Vacation Slots  
Grievance No. 6-99-2-53-20**

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In full and final settlement of Grievance No. 6-99-2-53-20, Horizon Air Industries, Inc. (“the Company”) and the Association of Flight Attendants-CWA (“the Association”) agree as follows:

1. On January 20, 2023, the Company will cash out any forfeited vacation for the years 2020, 2021 and 2022. Flight Attendants will be cashed out at their rate of pay on December 31 of the applicable year(s). Only Flight Attendants on the seniority list as of the date of this agreement will receive the payment.
2. On January 20, 2024, the Company will cash out vacation forfeited at the end of 2023, at the Flight Attendant’s pay rate as of December 31, 2023. Only Flight Attendants who are on the seniority list as of December 31, 2023, will be eligible for such payment. Unless the actual amount of hours of 2023 vacation to be forfeited is less than those forfeited for 2022, the Company will not pay out fewer hours than it paid out in 2022 forfeiture. If the amount of vacation hours to be forfeited for 2023 is greater than the amount of hours forfeited for 2022, the Company may elect among the following options:
  - a. Pay the full amount of hours forfeited for 2023;
  - b. Pay at least the amount of hours it paid out for 2022. Each Flight Attendant’s eligible hours will be reduced proportionately.

Example 1: If the Company pays out 1,000 hours for 2022, and 2023 forfeited hours total 900, the Company will pay the full 900 hours.

Example 2: If the Company pays out 1,000 hours for 2022, and 2023 forfeited hours total 1,000, the Company will pay and credit the full 1,000 hours.

Example 3: If the Company pays out 1,000 hours for 2022, and 2023 forfeited hours total 1,100, the Company may:

- a. Pay out the full 1,100 hours, or
- b. Pay out any number of hours between 1,000 and 1,100. The difference between 1,100 hours and the actual number of hours



- 44 between 1,000 and 1,100 will be paid proportionately to eligible  
45 Flight Attendants.
- 46 c. If the Company elected to pay out 1,000 hours, each eligible Flight  
47 Attendant would be paid and credited for 91% (1,000/1,100) of  
48 their forfeited hours:
- 49 • A Flight Attendant with 23 forfeited hours would be paid and  
50 credited for  $23 \times 0.91 = 20.93$  hours
  - 51 • A Flight Attendant with 6 forfeited hours would be paid and  
52 credited for  $6 \times 0.91 = 5.46$  hours
- 53 d. If the Company elected to pay out 1,050 hours, each eligible Flight  
54 Attendant would be paid and credited for 95% of their forfeited  
55 hours:
- 56 • A Flight Attendant with 23 forfeited hours would be paid and  
57 credited for  $23 \times 0.95 = 21.85$  hours
  - 58 • A Flight Attendant with 6 forfeited hours would be paid and  
59 credited for  $6 \times 0.95 = 5.7$  hours.
- 60
- 61 3. The parties will follow the procedures set forth in the Sideletter of Agreement  
62 attached as Exhibit A for vacation bid in October 2023 to be taken in 2024, and  
63 for any subsequent year(s), unless and until the parties negotiate changes to  
64 such Sideletter of Agreement.
- 65
- 66 4. AFA will withdraw the grievance with prejudice upon confirmation that all  
67 affected Flight Attendants have been properly paid for forfeited vacation.
- 68

69 Agreed this 19<sup>th</sup> day of June, 2023.

70

71

72 Association of Flight Attendants-CWA

77 Lisa Davis-Warren  
78 MEC President, Horizon

Horizon Air Industries, Inc.

Shelly Parker  
Vice President, Station Operations and  
Inflight

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81



82 EXHIBIT A

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**SIDELETTER OF AGREEMENT**  
**between**  
**HORIZON AIR INDUSTRIES, INC.**  
**and the**  
**FLIGHT ATTENDANTS**  
**in the service of**  
**HORIZON AIR INDUSTRIES, INC.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

**Vacation Bidding**

96 This Letter of Agreement is made and entered into in accordance with the provisions of  
97 the Railway Labor Act, as amended, by and between Horizon Air, Industries, Inc. (the  
98 "Company") and the Flight Attendants in the service of Horizon Air Industries, Inc., as  
99 represented by the Association of Flight Attendants-CWA (the "Association") (collectively  
100 "the parties").

101  
102 WHEREAS, the parties recognize that Flight Attendants are entitled to take their accrued  
103 vacation and that taking vacation is essential to a Flight Attendant's health and well-  
104 being; and

105  
106 WHEREAS, the parties also recognize that many Flight Attendants prefer not to bid all  
107 their possible vacation periods, preferring to keep some accrued vacation hours available  
108 for vacation day-at-a-time and/or for the annual payout under Article 14.A.4; and

109  
110 WHEREAS, the parties wish to resolve continuing issues regarding availability of vacation  
111 slots,

112

113 NOW, THEREFORE, the Company and Association hereby agree as follows:

114

115 Article 11 of the parties' collective-bargaining agreement is amended to read:

116

117 **A. Accrual**

118

119 \* \* \* \* \*

120

121 4. Vacation only accrues while on the payroll. Flight Attendants may  
122 accumulate vacation credit hours up to 150% (one and one half times) of  
123 their maximum yearly accrual (e.g. a Flight Attendant with five years of  
124 Company seniority or less is limited in her/his total vacation accrual to 78



125 hours; a Flight Attendant with more than five years is limited to 117 hours;  
126 and a Flight Attendant with more than 20 years is limited to 142.5 hours).

127  
128 a. Each year, on December 31, vacation accrual in excess of the  
129 maximum accumulation permitted will be forfeited except as  
130 provided for in paragraph B.10.b.2., below.

131  
132 b. Notwithstanding the above, a Flight Attendant with more than the  
133 maximum accumulation in her/his vacation bank on December 31  
134 will be paid out up to 17 hours of vacation in lieu of forfeiture.  
135 Additionally, a Flight Attendant who bids for all open weeks of  
136 vacation in their domicile in the second round, but whose seniority  
137 did not allow them to secure sufficient slots to keep their vacation  
138 bank below 150% + 17 hours, will be paid out for all hours in excess  
139 of the 150%. Hours committed to cover slots awarded or picked up  
140 from Open Vacation in the following calendar year will not be  
141 considered in determining whether the Flight Attendant has  
142 exceeded the 150% cap. Partial or full vacation periods dropped by  
143 a Flight Attendant after the close of vacation awards will not be  
144 considered in determining whether the Flight Attendant has  
145 exceeded the 150% cap.

146  
147 c. Payment will be made on the second semi-monthly check in January  
148 of the following year.

149  
150 d. A Flight Attendant who voluntarily transfers to a domicile in which  
151 there are insufficient weeks to replace vacation held in her/his  
152 previous domicile may cash out all or part of any unused vacation.

153  
154 **B. Vacation Scheduling**

155  
156 Vacation periods will be made available only in seven day blocks, running Monday  
157 through Sunday. Flight Attendants may bid for vacation periods designated by the  
158 Company in accordance with procedures set forth below. If more Flight Attendants  
159 bid for a vacation period than the number designated as available for bid, then  
160 Flight Attendant Seniority shall be used to determine which Flight Attendants may  
161 take vacation during the period. A Flight Attendant may not use vacation until  
162 she/he has completed her/his initial probationary period with the Company. The  
163 process described below may be accomplished either electronically (web-based)  
164 or manually (paper-based).

165  
166 1. By 0900 PT on October 1 of each year, the Company shall post electronically  
167 for each Domicile the number of vacation hours that each Flight Attendant  
168 has accrued as of the end of the most recent pay period and a projection



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of each Flight Attendant's hours of accrued vacation as of the end of the year (December 31). A Flight Attendant who is in Part-Time status or who is ineligible for benefits as of the end of the most recent pay period prior to October 1 will have her/his vacation hours for the remainder of the year projected as if she/he would remain in her/his current status.

2. At the same time, the Company will post electronically all of the vacation periods available for bid at each Domicile during the following year. The number of vacation periods posted for bid at each domicile will be at least 60% of all vacation hours accrued and all vacation hours expected to be accrued by December 31 of the current year by Flight Attendants assigned to that domicile.

a. For example, the amount of vacation to be bid for 2024 will be no less than 60% of the vacation periods accrued between Jan. 1, 2023 and Dec. 31 2023.

b. The percentage of vacation periods will be the same in all domiciles. However, when necessary to keep the amount of vacation periods at or over the target percentage for that year in a given domicile(s), the Company will offer the minimum number of additional vacation periods at the affected domicile(s) to meet or exceed the target.

Example: The target is 60% of accrued vacation. MFR has 100 accrued weeks, so the Company must post at least 60 weeks for bid (60% of 100). BOI has 103 accrued weeks, so the Company must post at least 62 weeks (60% of 103=61.8, and since vacation periods must be whole weeks, the Company must offer 62 weeks in BOI).

3. Flight Attendants will bid for vacation slots electronically no later than 1700 local time on October 21.

4. The vacation awards shall be posted electronically no later than 1700 local time on November 1.

5. For every 17 hours of accrued vacation, a Flight Attendant will be eligible to bid for one week of vacation. A Flight Attendant may bid for as many weeks of vacation as the number of 17-hour weeks she/he will have accrued by December 31 of that year.

6. Second Round Bidding

a. The Company will post any remaining vacation weeks after the awards are posted under Paragraph B.4. Flight Attendants may submit bids



212 for remaining weeks until 1700 on November 22. These bids will be honored  
213 in domicile seniority order no later than November 30.

214  
215 ~~c. After this second round of vacation awards, Flight Attendants will be~~  
216 ~~awarded any remaining available vacation periods on a "first come,~~  
217 ~~first served" basis; however, a Flight Attendant may not request a~~  
218 ~~vacation unless she/he has an uncommitted 17 hours of vacation~~  
219 ~~time accrued at the time she/he makes the request and the request~~  
220 ~~must be submitted to the Managing Director of Inflight/designee at~~  
221 ~~least thirty (30) days prior to the bid period containing the vacation~~  
222 ~~period. If a Flight Attendant requests a vacation period that is not~~  
223 ~~then available, she/he can request to be placed on a "first come, first~~  
224 ~~served" wait list for that period. Should the vacation later become~~  
225 ~~available, it will be awarded to the Flight Attendant at the top of the~~  
226 ~~waiting list. Flight Attendants are responsible for removing~~  
227 ~~themselves from the wait list if they no longer have an uncommitted~~  
228 ~~seven days or no longer desire that vacation period.~~

229  
230 7. A Flight Attendant may request "day at a time" vacation electronically,  
231 which will be available on a "first-come, first-served" basis if there are  
232 sufficient crews and Reserves available for all days of Duty affected by the  
233 request. The request may cover only a portion of a trip. Any such vacation  
234 request will be approved or denied immediately.

235  
236 8. Vacation Adds, Drops and Exchanges

237  
238 a. After the second round of vacation awards, Flight Attendants may  
239 add, drop and/or exchange vacation periods. Any such request must  
240 be submitted no later than:

241  
242 (1) The 26<sup>th</sup> day of the bid month two months prior to the bid  
243 month containing the vacation period for drops or adds; or

244  
245 (2) The 26<sup>th</sup> day of the bid month two months prior to the earliest  
246 of the bid months involved in an exchange of vacation periods.

247  
248 b. Adds of Full Weeks

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250 Flight Attendants will be awarded any remaining available vacation  
251 periods on a "first come, first served" basis; however, a Flight  
252 Attendant may not request a vacation unless she/he has a  
253 uncommitted 17 hours of vacation time accrued at the time she/he  
254 makes the request. ~~and the request must be submitted to the~~  
255 ~~Managing Director of Inflight/designee at least thirty (30) days prior~~



256 ~~to the bid period containing the vacation period.~~ If a Flight Attendant  
257 requests a vacation period that is not then available, she/he can  
258 request to be placed on a "first come, first served" wait list for that  
259 period. Should the vacation later become available, it will be  
260 awarded to the Flight Attendant at the top of the waiting list. Flight  
261 Attendants are responsible for removing themselves from the wait  
262 list if they ~~no longer have an uncommitted seven days~~ have sufficient  
263 vacation hours to cover their request or no longer desire that  
264 vacation period.

265  
266 c. Adds of Full or Partial Weeks

267  
268 Flight Attendants must have sufficient uncommitted vacation hours  
269 to request a full or partial vacation period. If the full vacation period  
270 is available, Flight Attendants may request either the full vacation  
271 period or an amount from a minimum of one (1) to a maximum of  
272 six (6) days of a vacation period. If a partial period is available, Flight  
273 Attendants may request any or all of the days in that period.  
274 Requests for a partial vacation period must be for consecutive days.  
275 The Company will award requests for full or partial vacation periods  
276 as follows:

277  
278 (1) Immediately, if the vacation period or requested portion is  
279 available; or

280  
281 (2) To the first Flight Attendant on the waiting list who has  
282 requested the entire vacation period, if any, and if none, then  
283 to the first Flight Attendant on the waiting list who has  
284 requested a partial period, or who has requested the specific  
285 days remaining if the vacation period has already been  
286 broken. If it is possible to award more than one partial  
287 vacation period, the Company will award them in the order of  
288 the waiting list that fulfills the requests.

289  
290 Example: Two vacation periods for May 1-7 are available in  
291 open vacation. The waiting list looks like this:

292  
293 Michael: May 1-4

294 Lauren: May 3-5

295 Sarah: May 1-7

296 Jack: May 5-7

297  
298 Sarah's request will be honored first because she requested  
299 the whole week. Since there is a second vacation period





300 available, the Company will then honor Michael's request. It  
301 must skip Lauren because her request overlaps with Michael.  
302 It will then honor Jack's request.  
303

304 d. Vacation Drops

305  
306 Flight Attendants may drop an entire vacation period or an amount  
307 from a minimum of one (1) to a maximum of six (6) days of the  
308 vacation period into open vacation. Drops of less than the entire  
309 period must be for consecutive days.

310  
311 e. Exchanges

312  
313 Flight Attendants may exchange full or partial vacation periods by  
314 requesting to drop a full or partial vacation period and then adding  
315 a different full or partial vacation period. The exchange need not be  
316 for an equal amount of days, so long as the Flight Attendant has  
317 sufficient hours in her/his vacation bank to cover any net increase in  
318 vacation days as a result of the exchange.

319  
320 Example: Finn has vacation from June 8-14. He drops the week and  
321 picks up October 5-8. This is permissible because there is a net  
322 reduction in vacation days.

323  
324 Example: Kate has vacation from November 16-19. She drops the  
325 days and requests to add November 22-28. This request will be  
326 honored only if she has at least 7.29 uncommitted hours of vacation  
327 in her bank (Net increase of 3 days of vacation @ 2.43 hours per  
328 day=7.29 hours.

329  
330 \* \* \* \* \*

331  
332 11. Probationary Flight Attendants

333  
334 a. A Flight Attendant who is on probation at the time of bidding may  
335 participate in the vacation bid, but they will not be awarded any  
336 vacation period(s) that commence prior to the date they are  
337 expected to complete probation. Any vacation awarded in error prior  
338 to the date a Flight Attendant is expected to complete probation shall  
339 be removed.

340  
341 b. If a Flight Attendant's probationary period is extended (due to e.g.,  
342 leave of absence, or pursuant to Article 13.C) such that the Flight  
343 Attendant is still on probation at the time of their scheduled vacation,





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the vacation will be removed and placed in Open Vacation. The Flight Attendant's hours will be restored to their vacation bank.

c. Vacation hours accrued and expected to be accrued by December 31 of the current year, by employees who have not passed probation by December 31 of the current year, will be included in calculating the vacation periods to be posted in accordance with B. 2. of this article.

IN WITNESS THEREOF, the parties have signed this Letter of Agreement this 19th day of June, 2023

FOR THE ASSOCIATION OF  
FLIGHT ATTENDANTS-CWA,

FOR HORIZON AIR INDUSTRIES, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Sara Nelson  
AFA International President

Shelly Parker  
Vice President, Station Operations and  
Inflight Services



By: \_\_\_\_\_

Lisa Davis-Warren  
MEC President

By: \_\_\_\_\_

Kimberley Chaput  
Senior Staff Negotiator

