

# AFA Update

FEBRUARY 24, 2021 BY THE MEC GRIEVANCE COMMITTEE

## Vacation Grievance Update

AFA recently filed two vacation grievances. One is due to management's failure to provide enough vacation slots for all flight attendants to bid their full amount of accrued vacation. Since this has become a hot topic, we wanted to bring you up to date on how we got here.

We accrue vacation hours based on seniority. Each year, we can carry over 150% of our annual accrual to be used in the following year. We can also cash out up to 17 hours if we're over the cap. We bid for vacation in October, and when we do so, the number of weeks we can bid is based on what our projected accrual as of December 31 of the current year would be. In theory, management would add up the flight attendants' banks in each domicile and offer enough vacation slots each year to empty the banks.

As it turns out, management has not been doing that. In past years, this was not really a problem—flight attendants would bid the vacation they needed, reserving some hours for day-at-a-time vacation or to add a week if it became available in open vacation. AFA did not hear any complaints that vacation hours were being lost because they could not be used, and everyone seemed satisfied with the process.

In recent years, that has changed. Even as the flight attendant population grew, management was offering fewer and fewer vacation slots. To make matters worse, last year, in a misguided attempt to cut costs due to the COVID-related reduction in revenues, management removed all remaining weeks from open vacation and stated that flight attendants dropping trips to the Company could no longer use day-at-a-time vacation to be paid for those trips. (After protest from AFA, the Company ultimately did return the vacation weeks to open vacation.)

At the time of those announcements, negotiations for our new contract were just wrapping up. The vacation section had been closed. Then, again because of declining loads and revenues, management asked AFA to defer implementation of the economic items in the tentative agreement. Rather than risk losing the entire deal, AFA agreed, but we asked for some items in return. One of those items was that management agree to “meet and confer in good faith” with AFA over “issues impacting flight attendant vacation slots.”

“Meet and confer” is a term of art under the Railway Labor Act. A term of art refers to a word or phrase that has a precise, specialized meaning within a field, profession or industry. With respect to industries governed by the RLA, “meet and confer” has long meant to actually *negotiate*. This

was the meaning AFA intended when we made this proposal. Management accepted the proposal, and it became part of our implementation agreement.

Management did in fact meet with AFA a couple of times last summer, but they did not “meet and confer in good faith.” Rather, when we told them our concerns, they had two responses. First, they told us that we were wrong and there were no problems. Second, and even more incredibly, they informed us that *they did not budget for the full accruals and could not afford to do so!* When we responded that failing to budget deprived us of a negotiated benefit, they again said that the system worked.

And yes, it did work—for them. AFA then launched a campaign to ensure that all flight attendants bid all their available weeks in the October 2020 bid for 2021 vacation. While we were not 100% successful, some flight attendants in some bases had their bids denied because there were not enough slots left at their seniority level.

At that point, we filed a grievance over the vacation slots issue. This grievance will soon be set for arbitration.

We have continued to press the Company to meet and confer with us on vacation issues. They’re refusing to do so, most recently claiming that they when they agreed to “meet and confer” with us, they only meant to agree to “discuss” the issues, which they say they did last summer. They don’t recognize “meet and confer” as an RLA term of art. Since their failure to negotiate with us violates the implementation agreement, AFA filed a separate grievance on this issue.

This grievance is just in the beginning phases of the grievance process—awaiting a response from management. We will keep you informed as we go through the process. This is a huge issue for us all. Making it impossible for us to take our vacation—and then losing it because we couldn’t use it and we have more than the allowable carryover—means they are taking money out of our pockets. It’s no different from if they just decided to pay us less than our agreed-upon wage rates. And we’re not going to let them do that.

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