

ARTICLE 11 - LANGUAGE

A. LANGUAGE LOCK-IN [#]

1. A Flight Attendant assigned to a base station which requires her/his language qualification but who was not awarded such assignment on the basis of her/his language qualification, may be required to remain at such base for a period of three (3) months from the effective date of assignment or transfer.

2. A Flight Attendant assigned to a base station which requires her/his language qualification but who was awarded such assignment on the basis of her/his language qualification, may be required to remain at such base for a period of six (6) months from the effective date of assignment or transfer.

3. A Flight Attendant who possesses a foreign language qualification and who is assigned or proffers to an International base station within one (1) year of date of hire which requires her/his qualification may be required to remain at such base station for a period of one (1) year from the effective date of assignment or transfer.¹

4. In the event a Flight Attendant is awarded a mutual transfer, such lock-in will be assumed by the Flight Attendant to the base requiring the language qualification.

B. LANGUAGE PAY

1. On a flight where a specific foreign language qualification is required by the Company, all Flight Attendants who possess such language qualification, and who are required by the Company, as specified by paragraph C. below, shall be paid in accordance with Article 3.N.

C. LANGUAGE ASSIGNMENT ²

1. In the event there are insufficient qualified Flight Attendants for any flight requiring qualified foreign language speaking Flight Attendants, the Company shall assign qualified foreign language speaking Flight Attendants to such open position(s) in accordance with the Order of Open Time Coverage procedures. Once having reached the step of the Order of Open Time Coverage for Reserves/Option /Reserve Limited Option, qualified volunteers from the flight in question may be used, at the Company's option, before proceeding with the remaining steps of the Order of Open Time Coverage. This in no way negates the Company's existing rights to reassign a Flight Attendant in accordance with this Agreement.

2. In the event there are insufficient qualified International bidders for any trip selection requiring foreign language speaking Flight Attendants, the Company may assign the junior qualified International Flight Attendant to such trip selection in reverse order of seniority.

3. In the event there are insufficient qualified International bid holders possessing the foreign language speaking qualification required by the Company, the Company may assign the junior International non-bid holder(s) at the base possessing the qualification to a bid vacancy in reverse order of seniority.³

4. The maximum number of required foreign language qualified Flight Attendants will be as follows:

a. On a single aisle aircraft the maximum number of required foreign language Flight Attendants will be one (1).

b. On dual aisle aircraft the maximum number of required foreign language qualified Flight Attendants will be one (1) per each cabin according to service (e.g., first class, business

class, coach class), but in no event shall exceed the total of three (3) language qualified Flight Attendants, except that in the event the Company operates 747 or other widebody equipment bid with fourteen (14) or more Flight Attendants, the maximum number of required foreign language Flight Attendants will be four (4).

c. Required foreign language qualified Flight Attendants are restricted from serving in a galley position. The Company may make exceptions to this restriction.

d. Foreign language qualified Flight Attendants above the maximum complement shall be awarded positions in accordance with the provisions of Article 13.C.

5. Notwithstanding the provisions of paragraphs C.3. and C.4. above, on any International trip sequence to more than one (1) destination which contains more than one (1) destination requiring a language of destination speaker, at least one (1) language of destination speaker may be assigned for each such destination.⁴

D. BID DENIAL/PAY PROTECTION

1. A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to her/his language qualification shall receive the monthly earnings of the trip selection, or reserve hours flown, or the trip selection denied, whichever is greater, in accordance with the provisions of Article 3.O. of this Agreement.

2. If, prior to the departure of her/his regularly scheduled trip pairing from her/his home base station, a regularly scheduled International Flight Attendant who possesses a foreign language qualification is removed by the Company from such trip pairing and assigned to another trip pairing which requires a foreign language qualification, such Flight Attendant shall be paid and credited for whichever of the two (2) trip pairings produces the higher pay.⁵

E. FOREIGN LANGUAGE QUALIFIED FLIGHT ATTENDANTS ON DOMESTIC LEGS WITHIN THE CONTIGUOUS FORTY-EIGHT (48) STATES AND ALASKA

1. At the Company's option, foreign language qualified Flight Attendants may be required on selected Domestic legs within the contiguous forty-eight (48) states and Alaska for marketing reasons, subject to the following limitations:

a. Foreign language qualified positions as permitted under this paragraph will be allocated as Planned Variable Manning (PVM) positions on no more than one and three quarters percent (1.75%) of the total Domestic flight hours.

b. On flights not monitored for a Variable Manning (VM) Flight Attendant, the foreign language qualified PVM position will be provided without regard to the monitored status of the flight.

c. On flights which are monitored for one (1) or more VM Flight Attendants, the foreign language qualified PVM position will be counted as one (1) such VM position.

d. Such foreign language qualified PVM positions will not be allocated on three-class transcontinental flights.

2. In addition to E.1 .above, at the Company's option, volunteer foreign language qualified Flight Attendants may be provided on selected Domestic legs within the contiguous forty-eight (48) states and Alaska for marketing reasons.

a. Volunteer foreign language qualified Flight Attendants will be over and above the scheduled crew complement and will perform Flight Attendant duties.

b. Volunteer foreign language qualified Flight Attendants will be assigned to selected Domestic legs in seniority order from a voluntary pool of Domestic Flight Attendants. In the event any such legs remain unfilled, they will be assigned in seniority order from a voluntary pool of International foreign language qualified Flight Attendants. Prior to assigning similarly qualified Flight Attendants in the pool who are legal and available for assignment a second time, the Company will make every attempt to assign all similarly qualified Flight Attendants in the pool who are legal and available for assignment one time.

c. Volunteer foreign language qualified Flight Attendants in the pool who are assigned to Domestic legs in accordance with this provision will receive flight time pay, no credit, in addition to foreign language pay and time away from base expenses. All applicable Domestic contractual legalities and Domestic expenses will apply to assignments of foreign language qualified Flight Attendants under this provision.

d. The provisions of paragraphs A., C. and D. above shall not apply to this paragraph E.2. of this Article.

F. LANGUAGE PROFICIENCY

1. The Company may schedule, no more than once every two years, a language assessment test for Flight Attendants qualified in designated languages. The purpose of the assessment will be to determine a Flight Attendant's level of proficiency in her/his designated language(s). The assessment will be designed by an independent outside vendor.

2. A language qualified Flight Attendant who passes any language skills assessment test at a rating of "superior" will be exempt from all further testing.

3. A Flight Attendant must receive a minimum language skills rating as established by the Company to retain her/his foreign language qualification. An International Flight Attendant who does not achieve and maintain the minimum language skills rating and loses her/his language qualification, will be considered to have resigned from the International Operation, unless s/he has sufficient seniority to otherwise remain in the International Operation.⁶

4. Based on the assessment level achieved, the Flight Attendant will be scheduled for future language assessment testing every 2, 4, or 10 years, except as provided in F.2. above.

5. The Company will maintain language books/tapes, and/or CDs and other study aids for Flight Attendant use to increase language proficiency. The use of such study aids will be on the Flight Attendant's own time and shall not be considered training under the terms of this Agreement.

G. ADVANCE NOTICE OF LANGUAGE PROFFER⁷

When the Company is aware that additional language speakers are required in the International Operation, every attempt shall be made to post notice of the upcoming language proffers as far in advance as possible.

H. NEW LANGUAGE⁸

In addition to the language requirement specified in B. above, the Company has the right to specify a language of destination. On routes requiring a foreign language, the language shall be determined as the official national language of the country. Whenever the Company requires foreign language qualified Flight Attendants on International flights, Flight Attendants will, on a voluntary basis, be given the opportunity to take a qualifying examination, administered at Company expense, by an outside language expert(s) as determined by the Company. The language examination to determine the language qualification will first be offered to Flight Attendants in the International Operation. If there are

insufficient foreign language qualified Flight Attendants in the International Operation, the Company will proffer to the Domestic Flight Attendants the language examination to determine their language qualification for an International bid vacancy prior to hiring employees who possess the foreign language qualification.

I. FOREIGN LANGUAGE FLEXIBILITIES

1. Voluntary Coverage for Open Language Positions. Flight Attendants desiring to be awarded a language position on a sequence must indicate their desire no later than 1130 local base time the day before such sequence originates. Crew Schedule will consider such requests before awarding make-up flying.

2. Trip Trade with Open Time (TTOT). When trading for a language sequence, if a TTOT is denied due to red light issues, Crew Schedule is granted the authority to override the lights to permit TTOT's that otherwise meet all other contractual guidelines and legalities and does not negatively impact daily manning.

3. Language Pick Up Option. Languages will have the option of picking up next day language positions during the course of open time coverage before the 1200 make-up under the following guidelines:

- a. On a strictly voluntary basis
- b. Bids submitted via an automated bid system
- c. Awarded in seniority order
- d. No limit on the number of hours

J. LANGUAGE RESIGNATION PROFFERS ⁹

1. Standing language resignation proffer: A standing language resignation list will be established by the Company and will be updated by those Flight Attendants desiring to resign a specific language qualification. Consistent with the operation of other standing proffer lists, the standing language resignation list will be purged semi-annually. The Company will notify Flight Attendants after each purge of the list, and before each proffer, to allow for updating of Flight Attendant preferences. The placement by a Flight Attendant of her/his name on a standing resignation list in no way alters the minimum requirements (e.g., minimum seniority, lock-in status) necessary to be awarded a language resignation.

2. Annual language resignation proffer: The Company will proffer system-wide notice of language resignations on September 1 of each year. The deadline to proffer a language resignation will be September 30, with resignations effective with the November contractual month. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a language qualification according to operational needs, however, the number will not exceed five percent (5%) of the qualified Flight Attendants in each language at each base. Additionally, a Flight Attendant desiring to resign a language must have ten (10) or more years of occupational seniority and may not be serving a language lock-in. Language resignation proffer awards will be made in seniority order, by base, from among those proffering Flight Attendants with ten (10) or more years occupational seniority and who are not serving a language lock-in.

3. Additional language resignation proffers: The Company may, at its option, proffer additional language resignations, from time to time, at specific bases. These additional proffers will be posted for a minimum of twenty-one (21) days, with resignations effective with the contractual month following the proffer awards. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a specific language qualification at a specific base according to operational needs. Language resignation proffer awards will be made in seniority order from among those proffering Flight Attendants with ten (10) or more years of occupational seniority and who are not serving a language lock-in.

K. HAITIAN-CREOLE SPEAKING FLIGHT ATTENDANTS ¹⁰

1. If the Company elects to require Haitian-Creole speaking Flight Attendants on flights to and from Haiti, the Company will proffer to any qualified French-speaking Flight Attendant(s) the opportunity to be trained in the Haitian-Creole language. The examination to determine if a Flight Attendant is a qualified French language will be administered at Company expense by an outside language expert(s) determined by the Company in accordance with paragraph I. above.

2. If insufficient qualified French-speaking Flight Attendant(s) accept the training or do not qualify in speaking the Haitian-Creole language, upon completion of training, the Company may hire new employees with the required language qualification. The Company reserves the right to select the appropriate language training school that will determine if the Flight Attendant(s) are qualified at the end of training.

L. DISCONTINUATION OF FOREIGN LANGUAGE REQUIREMENT

In the event language qualified International Flight Attendants, as described above, whose assigned International Base ceases to require any foreign language for which such Flight Attendant is qualified, such Flight Attendant will be transferred to the Domestic Operation effective with the start of the next contractual month, irrespective of their lock-in obligation as provided herein. In the event of such transfer, such Flight Attendant(s) would be treated like any other Domestic Flight Attendant for purposes of readmission to the International Operation. However, such Flight Attendant shall not be transferred to the Domestic Operation if the Flight Attendant has sufficient seniority to retain a position in the International Operation at that base.¹¹

M. PROVISIONS IN CONFLICT ¹²

In the application of this Article, other provisions of this Agreement in conflict, or to the contrary, shall not apply, with the exception of Appendix S, The Foreign National Agreement, which shall control when the provisions of Appendix S are in conflict with the provisions of this Article.