

## SECTION 15 - FOREIGN LANGUAGE SPEAKER

### A. STAFFING

1. The maximum number of required foreign language speaking Flight Attendants (Speakers) shall be as follows:

<b>Aircraft Type</b>	<b>Number of Speakers</b>
Narrowbody *	Up to 1 per flight
Widebody/Dual aisle with < 200 main cabin seats**	Up to 1 per class of service
Widebody with 200 or > main cabin seats	Up to 1 per each premium cabin, up to 2 in main cabin

As an exception, in the event a charter or scheduled segment with group bookings where the majority of customers have been identified as foreign speaking, the Company may require two (2) Speakers.

\*\*As an exception, in the event a scheduled segment to/from or within Asia, the Company may require one (1) additional Speaker.

2. A Purser is not prohibited from serving in a required Speaker position.
3. Required foreign language qualified Flight Attendants are restricted from serving in a galley position. The Company may make exceptions to this restriction.
4. 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.
5. Based on the unique requirements of a market, the Company may make adjustments to the allocation of Speakers on a per cabin basis. In no case shall the total number of required Speakers per flight exceed the maximums specified in Paragraph A.1. The Company will provide advance notice to the APFA prior to implementing any adjustments.

### B. LANGUAGE LOCK-IN

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

### C. LANGUAGE PAY

On a flight where a specific foreign language qualification is required by the Company, all Flight Attendants who possess such language qualification shall be paid in accordance with Compensation, Section 3.I.

#### **D. PBS AWARDS**

1. Each bid period, the Company shall identify the designated Flight Attendant sequences and number of positions per cabin to be filled by Speakers in accordance with Paragraph A. The required language(s) for the designated sequence will be identified in the Speaker package, PBS system, TTS and ETB.
2. Sequences containing Speaker flying will be awarded at the applicable crew base on a seniority basis utilizing the PBS system as provided in Scheduling, Section 10.D. Such sequences will be available for bid only at those base(s) designated by the Company. Speaker sequences and Speaker Reserve lines will be awarded to Speakers seniority order in her/his language. A Speaker may construct a line containing IPD and NIPD sequences in her/his speaker language.
3. A Speaker Lineholder may be awarded non-Speaker sequences in her/his line consistent with her/his seniority provided the PBS solution can distribute substantially all Speaker trips to Speaker Lineholders in accordance with the recommendations of the JSIC, and consistent with the PBS system and the recommendations of the vendor.
4. During the Speaker-only PBS run, a Speaker Lineholder selecting the High Option in PBS, will be awarded Speaker sequences above the regular line maximum as established in Scheduling, Section 10. However, she/he, when being processed with non-Speaker in PBS may select the High Option for non-Speaker sequences.
5. Only Speaker Lineholders may be awarded Speaker sequences in PBS. Remaining Speaker sequences will be distributed pursuant to Paragraph F.
6. Separate Reserve lines for Speaker Reserve coverage may be created utilizing the PBS system pursuant to Scheduling, Section 10, after Speaker sequences are distributed. The PBS system may require a minimum number of Speaker Reserves.
7. On any trip sequence to more than one (1) destination or a destination which requires more than one (1) language of destination, at least one (1) Speaker may be assigned for each such destination.
8. A Flight Attendant with multiple language qualifications may be awarded or assigned trip sequences in any language for which she/he is qualified.
9. Foreign language qualified Flight Attendants awarded sequences above the maximum complement shall be awarded positions in accordance with the provisions of Seniority, Section 20.

#### **E. LANGUAGE ASSIGNMENT**

1. In the event there are insufficient qualified bidders for any trip sequence requiring foreign language speaking Flight Attendants during the monthly bidding process, the Company may assign the junior qualified Flight Attendant to such trip sequence in reverse order of seniority.
2. In the event there are insufficient qualified lineholders possessing the foreign language speaking qualification required by the Company, the Company may assign the junior Reserve(s) at the base possessing the qualification to a bid vacancy in reverse order of seniority.

3. Foreign language qualified Flight Attendants above the maximum complement shall be awarded positions in accordance with the provisions of Seniority, Section 20.

**F. ASSIGNMENTS OF SPEAKER SEQUENCES THROUGH TTS, FUTURE PROCESSING, DAILY PROCESSING AND RESERVE PROCESSING**

1. Awards of Speaker flying through Future and Daily Processing
  - a. Open Speaker flying will be processed for all Speaker languages before any non-Speaker open flying is processed.
  - b. Open Speaker flying will be covered first by a Flight Attendant qualified in the appropriate Speaker language who has indicated a preference for such trips in accordance with Scheduling, Section 10.
  - c. In the event open Speaker flying is not covered by such a Flight Attendant, the sequences will be offered to the appropriate Speaker qualified Reserve.
  - d. Only Speaker Lineholders may pick up Speaker sequences from Company time in TTS. After the final TTS run prior to the sequence, the sequence will be offered to non-Speaker Flight Attendants only if there are no Speaker Reserves available to take the sequence.
  - e. If such sequence still remains uncovered, the sequence will be awarded to the appropriate non-Speaker Lineholder who has requested the sequence through the Unsuccessful Bidders List. If the sequence remains uncovered after offering it to the appropriate non-Speaker Lineholder, the sequence will be assigned to a non-Speaker Reserve.
2. A Speaker may be bypassed for a non-Speaker flying assignment and retained on her/his RAP as a result of her/his foreign language qualification or days of reserve availability. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives her/his assignment notification with the reason for the override, e.g., retained for language qualification.
3. Charters requiring a Speaker will be bid and awarded in accordance with the provisions of Charter, Section 18.
4. The Company system developed to identify those Flight Attendants who have successfully qualified for the Speaker program for reference in bid awards and sequence assignments will not be used, construed, or interpreted to establish separate seniority lists or permanent position assignments. A Flight Attendant who has successfully qualified in more than one (1) Speaker category will have each Speaker identifier likewise placed by her/his name.

**G. POST LINE AWARD ADJUSTMENT (ETB, TTS)**

1. Adding Sequences with ETB or TTS Pick-up Transactions

A Speaker Lineholder may use TTS or the ETB to add any sequences (Speaker or non-Speaker) after her/his original line award. A Speaker Reserve may use ETB to add sequences (Speaker or non-Speaker) on days off.

2. Sequences Trades through ETB

When using ETB, a Speaker may only trade a Speaker sequence with another Speaker

qualified in the designated language for that sequence. A Speaker may trade her/his sequence with a non-Speaker Flight Attendant provided the minimum number of Speakers is staffed per Paragraph A.

### 3. TTS Drop/Pick up Transactions

A Speaker Lineholder may use TTS to conduct Drop/Pick up transactions as follows:

- a. Dropping a Speaker sequence to pick up a Speaker sequence;
- b. Dropping a non-Speaker sequence to pick up a non-Speaker sequence;
- c. TTS transactions will be processed in accordance with Scheduling, Section 10.E, however percentage limitations restricting drops will be calculated from Speaker sequence days for Speaker sequence drops and non-Speaker sequence days for non-Speaker sequence drops.

### 4. TTS Drop Transactions

Sequences dropped using TTS will be processed in accordance with Scheduling, Section 10.E, however, percentage limitations restricting drops will be calculated from Speaker sequences only.

### 5. TTS/Unsuccessful Bidders

If the drop or sequence is not available, the transaction will be moved to Daily Scheduling. Daily Scheduling will process the post-TTS bids pursuant to Scheduling, Section 10.F.

## H. LANGUAGE PROFICIENCY

1. The Company may schedule, no more than once every two (2) 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. A Flight Attendant who does not achieve and maintain the minimum language skills rating will lose her/his qualification.
4. Based on the assessment level achieved, the Flight Attendant will be scheduled for future language assessment testing every two (2), four (4), or ten (10) years, except as provided in Paragraph ~~F~~ H.2. **Δ (L-31)**
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.
6. If a Flight Attendant fails the Company-approved proficiency test, but achieves a rating one (1) level below the minimum passing score, she/he shall be given one (1) opportunity of re-testing within a sixty (60) day time frame from the original test date at Company expense. If

the Flight Attendant fails the second proficiency test, she/he may retake the proficiency test at her/his own expense.

#### **I. EDUCATION**

1. A Flight Attendant will be reimbursed for foreign language courses in accordance with the Corporate Tuition Reimbursement Program.
2. In the event the Corporate Tuition Reimbursement Program is not available, discontinued or diminished below the amount in effect on the date of ratification, in lieu of the Corporate Tuition Reimbursement Program, a Flight Attendant will be eligible for foreign language tuition reimbursement in an amount up to one thousand dollars (\$1,000.00) per year provided the following requirements are met:
  - a. Courses must be taken at an accredited educational institution or any other educational institution approved in advance by the Company;
  - b. The Flight Attendant must successfully complete the course, pass the language proficiency test, and be awarded a foreign language speaking position.

#### **J. ADVANCE NOTICE OF LANGUAGE PROFFER**

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

#### **K. NEW LANGUAGE**

In addition to the language requirement specified in Paragraph B, 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.

#### **L. LANGUAGE RESIGNATION PROFFERS**

1. Annual Language Resignation Proffer

The Company will proffer system-wide notice of language resignations on September 1<sup>st</sup> of each year. The deadline to proffer a language resignation will be September 30<sup>th</sup>, 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 be between two and one half percent (2.5%) and 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. The Company may restrict Flight Attendants from dropping their foreign language qualification(s) by specific language qualification if any of the following apply:

- a. No Flight Attendants qualified in such language have been hired in the twelve (12) months preceding the month in which the Language Drop Proffer would occur; or

b. The Company can demonstrate on-going unfilled vacancies in such language.

2. 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. 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.

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.

**M. HAITIAN-CREOLE SPEAKING FLIGHT ATTENDANTS**

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.
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.

**N. PROVISIONS IN CONFLICT**

In the application of Section 15, 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 Section 15.