

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 1st of each year. The deadline to proffer a language resignation will be September 30th, 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.